

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, JANUARY 16, 2018 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

***Meeting agendas and
minutes available on web***

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

1. [Interviews and Appointments: Various \(City Clerk\)](#)

CONSENT CALENDAR

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. [Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of August 15, 2017, September 5, 2017, and September 19, 2017 and Special Meeting of the City Council of the City of National City of September 19, 2017. \(City Clerk\)](#)
4. [Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with KD 31ST, LLC, to construct five bio-filtration planters within public right-of-way for the future Mariners Landing Apartment Building located on East 31st Street \(APN 562-252-09 thru 562-252-12\). \(Engineering/Public Works\)](#)
5. [Warrant Register #21 for the period of 11/15/17 through 11/21/17 in the amount of \\$1,895,364.90. \(Finance\)](#)

6. [Warrant Register #22 for the period of 11/22/17 through 11/28/17 in the amount of \\$317,125.23. \(Finance\)](#)
7. [Warrant Register #23 for the period of 11/29/17 through 12/05/17 in the amount of \\$4,226,710.79. \(Finance\)](#)
8. [Temporary Use Permit Circus Vargas event sponsored by Circus Vargas from February 8, 2018 to February 19, 2018 at the Westfield Plaza Bonita Mall with no waiver of fees. \(Neighborhood Services\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

9. [Resolution of the City Council of the City of National City authorizing the City Manager to execute a real property Purchase and Sale Agreement and Joint Escrow Instructions for the sale of property located at 130 East 8th Street in National City to Protea National City, LLC. \(Housing & Economic Development\)](#)
10. [Resolution of the City Council of the City of National City approving and authorizing the issuance of a written report pertaining to a moratorium ordinance prohibiting the issuance of massage technician permits or licenses for a period of 10 months and 15 days, and prohibiting new massage establishments from locating within National City for a period of 10 months and 15 days. \(City Attorney\)](#)
11. [Resolution of the City Council of the City of National City amending City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services," 1\) adding the requirement that documentation be provided for allowable incurred expenses related to a special event, program, service, or activity receiving funding support from the City; 2\) adding clarifying language regarding deposits remitted in relation to special events of a commercial nature; 3\) adding three organizations to National City Co-Sponsored Events; 4\) removing National City Public Safety Fair from Sponsored Events; and 5\) correcting typographical errors. \(Finance\)](#)

NEW BUSINESS

12. [Scheduling of City Council workshops related to the discussion and preparation of the City of National City's annual budget for Fiscal Year 2019. \(Finance\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - February 6, 2018 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Various (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Interviews and Appointments: Various (City Clerk)

PREPARED BY: Michael R. Dalla |

DEPARTMENT: City Clerk

PHONE: 619-336-4226 |

APPROVED BY:  |

EXPLANATION:

See attached

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Interview and appoint as desired.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Explanation
Applications |

BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS

January 16, 2018

COMMUNITY AND POLICE RELATIONS COMMISSION - CPRC (Appointing Authority: Mayor subject to confirmation by City Council)

There is one unexpired term on the CPRC. There are two (2) new applicants (**Rogelio Espinoza** and **Zachary Francisco Gomez**).

<u>Name</u>	<u>Interviewed</u>
Rogelio Espinoza	No
Zachary Francisco Gomez	No

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD (PRSCAB) (Appointing Authority: Mayor subject to confirmation by City Council)

There is one (1) vacancy (**Grier**) and one expired term (**Rodriguez**) expired on the PRSCAB. **Jose Rodriguez** has expressed a desire to not be re-appointed. There are two (2) new applicants (**Espinoza** and **Gomez**).

<u>Name</u>	<u>Interviewed</u>
Rogelio Espinoza	No
Zachary Francisco Gomez	No

PUBLIC ART COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There is one expired term (**Claudia Torres**) on the Public Art Committee. There are no new applicants.

TRAFFIC SAFETY COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There is one (1) vacancy (**Barajas**) on the Traffic Safety Committee and one (1) new applicant (**Zachary Francisco Gomez**).

<u>Name</u>	<u>Interviewed</u>
Zachary Francisco Gomez	No

VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There are four (4) unfilled positions on the Veterans and Military Families Advisory Committee. There are six (6) applicants.

<u>Name</u>	<u>Interviewed</u>
Jesse Miguel Aguilar-Perez	No
Bert Andrade	Yes
Harold Aranda	Yes
Victor Barajas	Yes
Mike Judd	Yes
Vilavanh Sanginthirath	Yes

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input checked="" type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

- > Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.

> Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Rogelio Espinoza E-Mail: Rogelio.Espinozajr@gmail.com

Home Address: 1005 Paradise Drive National City, CA 91950 Tel. No.: (619) 788 - 7899

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 4 Years San Diego County: 27 Years California: 27 Years

Educational Background: B.A International Security & Conflict Resolution - San Diego State University

Occupational Experience: 4+ years in social services and nonprofit programs

Professional or Technical Organization Memberships: _____

Civic or Community Experience, Membership, or Previous Public Service Appointments: _____

Board Member - Wesley Student House Resident

National President - Nu Alpha Kappa Fraternity, inc.

Experience or Special Knowledge Pertaining to Area of Interest: I have experience in collaborating and working with various organizations and non profits to provide services to county residents. In addition, my experience as an executive board member and leadership positions have provide me the experience in dealing and finding solutions to complex issues that affect members of the community _

Have you ever been convicted of a felony crime? No: X Yes:___ misdemeanor crime? No: X Yes:___
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 10/26/17 Signature: R. Espinoza

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Supplemental Application:
National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: **No:** ☒ **Yes:** ☐

Have you been convicted of a misdemeanor: **No:** ☒ **Yes:** ☐

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|--|
| <input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input checked="" type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input checked="" type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee* | <input checked="" type="checkbox"/> Traffic Safety Committee |

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Zachary Francisco Gomez E-Mail: zachary5gomez@gmail.com

Home Address: 429 E Ave National City, CA 91950 Tel. No.: (619) 942-9512

Business Affiliation: Clever Talks [501(c)(3)] Title: Director of Development/Exec. Dir.

Business Address: 600 B street, San Diego CA 92101 U.S. Tel. No.: (619) 218-4882

Length of Residence in National City: 8 years San Diego County: 23 yrs California: 23 yrs

Educational Background: High School Diploma. Currently pursuing BA in Business Admin: Marketing & BA in Political Science.

Occupational Experience: KFC (Highland, June 2010-June 2011), Sportclips marketing (2011-2013), Sportclips Marketing mgr. (2013-2016), Sportclips Marketing Director (2016-present), Clever Talks (Mkt. Mng. 2016-pr.

Professional or Technical Organization Memberships: ~~None~~ Director of Development

Executive Board - Clever Talks (nonprofit)

Civic or Community Experience, Membership, or Previous Public Service Appointments: Director of Andrea Associated Student Body, Inter-Club Council Representative at Southwestern CC. & Director of Dev at Clever T.

Experience or Special Knowledge Pertaining to Area of Interest: Participating in official meetings. Voting on & Allocating to budgets. Planning & organizing a team. Developing a nonprofit organization.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐ Planmi Campa Endy Even

If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: December 13, 2017

Signature: Zachary J. Gomez

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Supplemental Application:
National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

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Have you ever been convicted of a felony crime: No: ☒ Yes: ☐

Have you been convicted of a misdemeanor: No: ☒ Yes: ☐

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

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CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Jesse Miguel Aguilar-Perez E-Mail: jaguilarperez1@gmail.com

Home Address: 1224 Earle Drive National City, CA 91950 Tel. No.: (619)245-7737

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 28yrs San Diego County: 30yrs California: 30yrs

Educational Background: Associates in Social Science, Aviation Safety, Avionics

Occupational Experience: Electrical Equipment Repairer for Aircraft; Aviation Electrician; Avionics.

Professional or Technical Organization Memberships: American Legion Post 0255 Federal Workers Union.

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest:

Sergeant in the United States Marine Corps (5 years)

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

N/A

Date: 11/20/17

Signature: [Signature]
CITY OF NATIONAL CITY

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk
1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Thursday of every other month
5:30 p.m. – City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November
6:00 p.m. – City Council Chambers

LIBRARY BOARD OF TRUSTEES

Second Wednesday of every month
4:30 p.m. – National City Public Library

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD

Third Thursday of every month
4:00 p.m. – City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month
6:00 p.m. – City Council Chambers

PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October
3:00 p.m. – City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

Second Wednesday of every month
2:00 p.m. – City Hall Large Conference Room

VETERANS & MILITARY FAMILIES ADVISORY COMMITTEE

Quarterly
Dates, time and location to be determined

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CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
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| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

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- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Roberto J. Andrade E-Mail: None

Home Address: 1609 CASA PL Tel. No.: 619-773-2317
FIL-AM VETERAN

Business Affiliation: American Legion Title: President

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 49 yrs San Diego County: 49 yrs California: 49 yrs

Educational Background: B.A. Business Mgmt

Occupational Experience: U.S.N. 26 yrs Ret. S.D. School District 5 yrs
U.S. Aircraft, North Island 16 yrs

Professional or Technical Organization Memberships: None

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest: Natl City Various Board Mbr
Veterans (Amer. Legion, Fleet Reserve Assn.)

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: ☒ Yes: _____
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 8-24-17

Signature: Roberto J. Andrade

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

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Quarterly
Dates, time and location to be determined

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
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- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
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| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Harold A. Aranda E-Mail: Tool-Playerx@yahoo

Home Address: 1535 E. Plaza Blvd. #416 Tel. No.: 619-480-7652

Business Affiliation: NONE Title: _____

Business Address: NONE Tel. No.: _____

Length of Residence in National City: 75 yrs San Diego County: 75 yrs California: 75 yrs

Educational Background: High School Grad Some College
Trade Schools

Occupational Experience: Volunteer with G.D. Burn 8 years
on Panels & Committees in Natl City

Professional or Technical Organization Memberships: Project Literacy, S.D. Burn

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Committees in Natl City Panel - Sec 8 - Traffic -

Experience or Special Knowledge Pertaining to Area of Interest: Sec 8 Board

Have you ever been convicted of a felony crime? No Yes:___ misdemeanor crime? No:___ Yes:___
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 11-9-17

Signature: Harold Aranda

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

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VETERANS & MILITARY FAMILIES ADVISORY COMMITTEE

Quarterly
Dates, time and location to be determined

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APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Victor E. Barajas E-Mail: VictorEBarajas@yahoo.com

Home Address: 615 Harrison Ave. NC Tel. No.: 619-730-9883

Business Affiliation: Title:

Business Address: Tel. No.:

Length of Residence in National City: 10 yrs. San Diego County: 10 yrs California: 10 yrs.

Educational Background: Bachelor of Science in Management.
Senior Professional in Human Resources (SPHR) Certification.

Occupational Experience: Mediation, Conflict Resolution, Investigations,
Recruiting, Point of Entry assistance.

Professional or Technical Organization Memberships: San Diego Society for
Human Resources Management. Employer Support of the Guard and Reserve (ESG)

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Community Police Relations Commission; CERT; ESGR; SDEAC.

Experience or Special Knowledge Pertaining to Area of Interest:

Over 10 years of experience working with Military Families and Service Members

Have you ever been convicted of a felony crime? No ☒ Yes: misdemeanor crime? No: ☒ Yes:
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 5/1/17

Signature: 

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk
1243 National City Blvd., National City, CA 92105

Thank you for your interest in serving the City of National City.

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Thursday of every other month
5:30 p.m. – City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November
6:00 p.m. – City Council Chambers

LIBRARY BOARD OF TRUSTEES

Second Wednesday of every month
4:30 p.m. – National City Public Library

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD

Third Thursday of every month
4:00 p.m. – City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month
6:00 p.m. – City Council Chambers

PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October
3:00 p.m. – City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

Second Wednesday of every month
2:00 p.m. – City Hall Large Conference Room

VETERANS & MILITARY FAMILIES ADVISORY COMMITTEE

Quarterly
Dates, time and location to be determined

RECEIVED
CITY CLERK

2017 NOV -9 P 4:29

CITY OF NATIONAL CITY

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Mike Judd E-Mail: Mike.Judd@vvsd.net

Home Address: 625 N. Cuyamaca St, El Cajon, CA 92020 Tel. No.: 6195699971

Business Affiliation: Veterans Village of San Diego Title: SSVF Program Supervisor

Business Address: 4141 Pacific Highway, San Diego, CA 92110 Tel. No.: 6199612165, ext. 4697

Length of Residence in National City: 0 San Diego County: 29 Years California: 29 years

Educational Background: BS in Psychology (Pending)

Occupational Experience: US Army: 5 years, California National Guard: 4.5 Years, Veterans Village of San Diego: 8.5 years

Professional or Technical Organization Memberships: Veterans and Family Forum (Current)

Civic or Community Experience, Membership, or Previous Public Service Appointments: Chair of Veteran Transition Workgroup for San Diego Veterans Coalition (2010)

Experience or Special Knowledge Pertaining to Area of Interest: Last 8.5 years with VVSD working with the VA, DOD, Police Departments, Community Partners, and San Diego Mayor's office as well as Reps from Duncan Hunter and Scott Peters office - All for Veteran or Military issues.

Have you ever been convicted of a Felony crime? No Misdemeanor crime? No
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 2014/11

Signature: [Signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk

Mike Dalla

From: Esther Clemente
Sent: Thursday, April 20, 2017 11:51 AM
To: Mike Dalla
Subject: FW: Veterans and Military Families Advisory Committee Application
Attachments: VMFAC Application - MJudd.pdf

From: Mike Judd [mailto:mike.judd@vvsd.net]
Sent: Thursday, April 20, 2017 11:08 AM
To: Clerk <Clerk@nationalcityca.gov>
Subject: Veterans and Military Families Advisory Committee Application

Good Morning, Mr. Dalla!

My name is Mike Judd and I've been a San Diego County Resident for the majority of my life. I caught wind of the City Manager's suggestion to begin an advisory committee for the City Council of National City that would discuss and handle Veteran and Military issues. I'm interested in taking part in this advisory committee as not only a combat veteran myself, but also as a provider of Veteran services in San Diego County. I've spent the last 8.5 years working at Veterans Village of San Diego with veterans of all eras by providing peer support, resources and referrals, and am now a Program Supervisor for a multimillion dollar grant that provides financial assistance to homeless veterans. As you are probably aware, Veterans Village of San Diego has been around for over 30 years and while it still maintains a heavy focus on in-patient treatment for substance abuse and mental health, it also maintains three rapid rehousing grant's providing almost \$1.5 million annually in temporary financial assistance to homeless veterans. I began my work at VVSD and spent 4 years doing so, working solely with Iraq and Afghanistan veterans who were having trouble returning to civilian life after their time at war. I took part in the creation and growth of the very first veteran specific helpline, Courage to Call, which is now run by 2-1-1. I've worked with and have been a part of the San Diego Veterans Coalition and sit on the advisory board for Veterans and Family Forum (VetFam) and would love to provide my knowledge and experience to the National City attempt at tackling Veteran and Military issues. Thank you for your consideration.

If you have any questions, comments, or concerns, I can be reach at the contact information below.

Mike Judd
Program Supervisor
Supportive Services for Veteran Families (SSVF) – Priority 1
Veterans Village of San Diego
Cellphone: 619.569.9971
Office: 619.961.2165 Ext: 4697
Fax: 619.961.2167
www.vvsd.net

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- | | |
|--|---|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input checked="" type="checkbox"/> Veterans & Military Families Advisory Committee* | <input type="checkbox"/> Traffic Safety Committee |

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.

➤ Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: VILAVANH SANGINTHIRATH

E-Mail: VILAVANH@LIVE.COM

Home Address: 1013 E 18TH STREET NATIONAL CITY, CA 91950

Tel. No.: (858) 568-2326

Business Affiliation: SAN DIEGO INNOVATIONS & POWERHOUSE BUSINESS SOLUTIONS

Title: FOUNDER & CEO

Business Address: 9285 DOWDY DR. SUITE 205. SAN DIEGO, CA 92131

Tel. No.: (619) 434-2860

Length of Residence in National City: 32 YEARS San Diego County: 32 YEARS California: 32 YEARS

Educational Background: SAN DIEGO STATE UNIVERSITY, BUSINESS MANAGEMENT WITH AN EMPHASIS IN MARKETING. SAN DIEGO MESA COLLEGE, ASSOCIATES IN BUSINESS ADMINISTRATION. SAN DIEGO STATE UNIVERSITY, CERTIFICATE OF MANAGEMENT & LEADERSHIP

Occupational Experience: PLEASE SEE ATTACHMENT FOR OVERVIEW OF PROFESSIONAL EXPERIENCE

Professional or Technical Organization Memberships: MEMBER OF ASIAN BUSINESS ASSOCIATION. MEMBER OF CALIFORNIA DIVERSITY COUNCIL. MEMBER OF SAN DIEGO NON-PROFIT ASSOCIATION. SPEAKER AT MANY HIGH PROFILED CONFERENCES, EVENTS, AND YOUTH EMPOWERMENT OPPORTUNITIES.

Civic or Community Experience, Membership, or Previous Public Service Appointments: BOARD OF DIRECTOR, GIRLS IN TECH SAN DIEGO. BOARD OF DIRECTORS, BREAK THE SILENCE AGAINST DOMESTIC VIOLENCE. BOARD ADVISOR, GERSON INSTITUTE. EXECUTIVE TEAM MEMBER, MAINSTREET ALLIANCE SAN DIEGO.

Experience or Special Knowledge Pertaining to Area of Interest: I HAVE MANY FAMILY MEMBERS AND CLOSE FRIENDS IN THE MILITARY, I UNDERSTAND THE COMPLEXITIES AND STRUGGLES OF LIVING THE MILITARY LIFESTYLE THAN MOST CIVILIANS. THE GREATEST PART IS THROUGH MY PROFESSIONAL BACKGROUND AND EXPERIENCES OF BEING AN ENTREPRENEUR AND WORKING WITH SMALL BUSINESSES, I'VE BEEN FORTUNATE

ENOUGH TO HELPED OVER 5 MILITARY INDIVIDUALS TRANSITIONING OUT OF THE FORCE TO START THEIR BUSINESS AND BUILD A GREAT FUTURE FOR THEIR FAMILIES. I'M CURRENTLY WORKING ON MY NEWEST INITIATIVE CALLED SAN DIEGO INNOVATIONS, AND ONE OF THE FOCUS IS WORKING WITH THE WORKFORCE PARTNERSHIP TO PROVIDE A PIPELINE FOR MILITARY PERSONNELS THROUGHOUT SAN DIEGO. I'M IN DISCUSSIONS WITH COUNTY OF SUPERIOR COURT AND SECOND CHANCE TO PROVIDING A PROGRAM FOR MILITARY VETERANS TO GETTING THE MENTAL HEALTH, AND TRAINING NEEDED TO GET BACK ON THEIR FEET. FROM A PERSONAL STANDPOINT, I CAN SYMPATHIZE WITH THE STRUGGLES AND HEARTBREAK THAT COME WITH LOSING A LOVED SOLIDER AT WAR WITH THE LOSS OF MY COUSIN AND A COUPLE CLOSE FRIENDS, I'M A SINGLE MOTHER AND I'VE ALSO HELPED OVER 20 MILITARY PARENTS (SINGLE OR NOT) BY PROVIDING THEM RESOURCES AND OUTLETS THROUGH MY BLOG, MEET UP GROUPS, AND NETWORK OPPORTUNITITES TO GET THE SUPPORT NEEDED. I STARTED A SOCIAL GROUP CALLED MEMOIRS OF SINGLE PARENTS IN 2013, OVER 100 PARENTS IN THE GROUP ARE MILITARY MEMBERS AND HAVE REACHED OUT TO ME FROM ALL AREAS IN THE NATION TO THANK ME FOR MY SUPPORT AND AN AREA TO LET OUT THE PAIN AND STRUGGLES AS A PARENT. IN 2005, I MOVED TO GERMANY FOR ONE YEAR TO BE A COUNSELOR FOR MILITARY CHILDREN WHERE I STAYED ON THE ARMY BASE AND HELPED KIDS FROM AGES 6 MONTHS TO 17 YEARS OF AGE. I COACHED AND TAUGHT BASKETBALL, CONDUCTED EDUCATIONAL ACTIVITIES, BECAME AN OUTLET FOR CONSULTATION SO THE KIDS CAN RELATE AND HELP GUIDE THEM THROUGH DIFFICULT CHANGES. I BECAME GREAT FRIENDS WITH MANY OF THE PARENTS, COUNSELORS, AND TEACHERS TO THIS DAY.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 8/14/17

Signature: 

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Vilavanh Sanginthirath

Innovative strategist and forward thinking team leader with a proven track record for identifying opportunities, present a bold vision, and building successful teams from the ground up

Corporate | Nonprofit | Small Business
Board Member | Community Leader

(858) 568-2326

vilavanh@live.com

San Diego, CA

ENTJ

PROFESSIONAL EXPERIENCE

April 2017 - Present

San Diego, CA

Chief Executive Officer

Powerhouse Business Solutions

Achievements

Developed and launched overall strategy, financial plans, pricing structure, legal contracts and business plan
Build partnerships with local businesses, chambers, and community to drive economic growth and impact



January 2017 - June 2017

San Diego, CA

Co-Managing Director & Director of Marketing Girls in Tech, San Diego

Achievements

Built infrastructure of organization including programs, marketing plans, strategic partnerships, executive team
Advocated and spoke during events, media appearances
Launched with over 550 registrants, and a 70% attrition



June 2016 - May 2017

San Diego, CA

Director of Marketing Gerson Institute

Achievements

Developed new infrastructure, workflow and processes for all departments: marketing, sales, production
Launched Gerson Cookbook generating over \$200K
Conducted systems & process, saving over \$50K



November 2014 - May 2016

San Diego, CA

Marketing Manager | Canada HD Supply, Inc.

Achievements

Generated over \$8MM and contributed 16% in co. sales
Exceeded forecast and hit a record \$50MM in revenue
Lead new market strategy & website, drove 16% growth



April 2014 - November 2014

San Diego, CA

CRM Marketing Campaign Manager Petco Animal Supplies, Inc.

Achievements

Managed F&F Campaign, generate \$3.4MM in 2 days
Support campaigns for loyalty, ecommerce, merchandise



AREAS OF EXPERTISE

Years of Experience

6 8 10

Leadership

Strategic Planning

Budgeting Finance

Market Expansion

Change Management

Team Building

Systems Integration

Strategic Partners

E-Commerce Mgmt.

Operation Workflow

Data Analysis

Community Curator

INVOLVEMENT & ACHIEVEMENTS

- SD Magazine - Woman of the Year 2017 Nominee
- Intern - Councilmember A. Sotelo-Solis
- Board of Director - Break the Silence Against I
- Board Advisor - Gerson Institute
- Advocate - Veterans & Military Family Meet U
- Speaker - U.S. News STEM Solutions Conference
- Executive Team - Women of Main Street Allian
- Member - Asian Business Association
- Member - American Marketing Association
- Member - California Diversity Council
- Member - San Diego Non-Profit Association
- Speaker - Break the Silence Community Outre

EDUCATION

- San Diego State University
Business Management - emphasis in Marketing
- San Diego State University
Certificate in Management & Leadership

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # ____

01/16/18

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of August 15, 2017, September 5, 2017, and September 19, 2017 and Special Meeting of the City Council

Item # _____

01/16/18

**APPROVAL OF THE MINUTES OF THE REGULAR
MEETINGS OF THE CITY COUNCIL AND COMMUNITY
DEVELOPMENT COMMISSION – HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY OF AUGUST 15, 2017,
SEPTEMBER 5, 2017, AND SEPTEMBER 19, 2017,
AND SPECIAL MEETING OF THE CITY COUNCIL OF THE
CITY OF NATIONAL CITY OF SEPTEMBER 19, 2017.**

(City Clerk)

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

August 15, 2017

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Eiser, Muthusamy, Parra, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams.
Others present: Student Council Representative Jose Estrada.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Jacqueline Reynoso, National City Chamber of Commerce President and CEO, appeared on behalf of the Chamber Board of Directors to recommend that the City appoint a sub-committee to provide direction on the RFP process for the Kimball – Morgan Tower Rehabilitation Project.

Ted Godshalk, National City, cautioned adults to inform children how to properly observe the upcoming solar eclipse. He also expressed thanks to Vice Mayor Mendivil and Mayor Morrison for meeting with the public on some important pending issues.

Sunshine Horton, El Cajon, offered words of encouragement and inspiration to all.

Sharon Arvizu, National City, requested assistance to deal with the continuing rent increases that she, and others are experiencing in National City.

Eddie Perez, San Diego, said rent increases are becoming a critical issue that the city should look into and related the positive experience of a friend who was very impressed with the sense of community in National City.

Irvin Martinez, a member of Alliance of Californians for Community Environment (ACCE) spoke about the problem of increasing rents and the growing lack of affordable housing.

PROCLAMATIONS – None.

AWARDS AND RECOGNITIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-11)**

1. Introduction of New Employee - Pamela Sosa, Parking Regulations Officer. (Neighborhood Services)
2. Recognizing Police Corporal Steve Villariasa for his 20 years of service with the City of National City. (Police)
3. Recognizing Parks Equipment Operator Juan Piche for his 20 years of service with the City of National City. (Engineering/Public Works)
4. Farewell to 2016-2017 Miss National City Court and Introduction of 2017-2018 Miss National City Court. (Community Services)
5. Recognition of Outgoing Student Council Representative, Jose Estrada and Introduction of Incoming Student Council Representative, Erika Gastelum. (City Clerk)
6. Receipt of the Certificate of Achievement for Excellence in Financial Reporting for the City of National City's Comprehensive Annual Financial Report (CAFER) and the Award for Outstanding Achievement in Popular Annual Financial Reporting for the City of National City's Popular Annual Financial Report from the Government Finance Officers Association for the fiscal year ended June 30, 2016. (Finance)
7. Presentation of the San Diego Housing Federation's Ruby Award for Paradise Creek Apartments as the 2017 New Construction Project of the Year. (Mary Jane Jagodzinski, Community Housing Works)

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-11)**

8. "Elevate My Business" Economic Development Program Hosted by the National City Chamber of Commerce and Lift Development. (Kim Folsom, Serial Entrepreneur and Adjunct Professor National University, Founder, LIFT Development Enterprises, Inc., Co-Founder Founders First Capital Partners, LLC)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

9. Interviews and Appointments: Veterans and Military Families Advisory Committee. (City Clerk)

INTERVIEWS: The following individuals appeared for interview: Victor Barajas, Darnisha Hunter, Mike Judd, Mona Minton, Stepheni Norton, Luz Ramirez, Shirley Ferrill, Vilavanh Sanginthirath.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 10 (NCMC), Item Nos. 11 through 20 (Resolution No. 2017-152 through 2017-164), Item Nos. 21 and 22 (Temporary Use Permit 203-1-33), Item Nos. 23 and 24 (Warrant Registers). Motion by Sotelo-Solis, seconded by Cano, to approve the Consent Calendar except #13. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-2-32)

10. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2017-44)

11. Resolution 2017-152. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE ACCEPTANCE OF THE SAN DIEGO UNIFIED PORT DISTRICT'S TIDELANDS ACTIVATION GRANT FUNDS OF \$10,000 AND \$2,460 IN SERVICES PROVIDED BY THE SAN DIEGO UNIFIED PORT DISTRICT FOR SPECIAL EVENTS AT THE NATIONAL CITY AQUATIC CENTER AND PEPPER PARK, WITH NO MATCHING FUNDS REQUIRED; 2) AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE SAN DIEGO UNIFIED PORT DISTRICT TO RECEIVE FY18 TIDELANDS ACTIVATION GRANT FUNDS; 3) AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITYWIDE FUND APPROPRIATION OF \$10,000 AND CORRESPONDING REVENUE BUDGET. (Community Services)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2017-25)

12. Resolution 2017-153. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RESCINDING RESOLUTION NUMBER 2017-68 APPROVED BY CITY COUNCIL ON MAY 2, 2017 FOR THE KABOOM! GRANT. (Community Services)

ACTION: Adopted. See above.

CONTRACT (C2017-25)

13. Resolution 2017-154. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING 1) THE ACCEPTANCE OF THE KABOOM! GRANT TO BUILD A NEW PLAYGROUND AT LAS PALMAS PARK; 2) USE OF THE GENERAL FUND LAS PALMAS PARK IMPROVEMENTS BALANCE TO PROVIDE MATCHING FUNDS OF \$8,500 AS REQUIRED BY KABOOM!; 3) USE OF THE GENERAL FUND MATERIALS AND SUPPLIES BALANCE TO PROVIDE FUNDS OF \$3,500 FOR FOOD, WATER, MUSIC, AND TOOLS; 4) THE CITY MANAGER TO EXECUTE THE KABOOM! COMMUNITY PARTNER PLAYGROUND AGREEMENT; 5) THE CITY MANAGER TO EXECUTE NECESSARY ADDENDUMS TO THE COMMUNITY PARTNER PLAYGROUND AGREEMENT. (Community Services)

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

CONTRACT (C2017-45)

14. Resolution 2017-155. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO SIGN AN ENCROACHMENT PERMIT AND AGREEMENT WITH DAJANI HOSPITALITY, FOR THE INSTALLATION OF AN AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT PEDESTRIAN ACCESS RAMP IN THE PUBLIC RIGHT-OF-WAY ON CIVIC CENTER DRIVE FOR ENTRY INTO THE COMMERCIAL BUILDING LOCATED AT 1302 NATIONAL CITY BLVD. (Engineering/Public Works)

ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

15. Resolution 2017-156. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK THE NATIONAL JOINT POWERS ASSOCIATION (NJPA) CONTRACT #032515-CNH TO AWARD THE PURCHASE OF ONE (1) CASE BACKHOE TO SONSRAY MACHINERY, AN AUTHORIZED CASE DEALER, IN AN AMOUNT NOT TO EXCEED \$128,991.57. (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

16. Resolution 2017-157. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (NIPA) CONTRACT #120535 TO AWARD THE PURCHASE OF ONE (1) TORO GROUNDMASTER 4000-D MOWER TO TURF STAR, AN AUTHORIZED TORO DEALER, IN AN AMOUNT NOT TO EXCEED \$68,728.17. (Engineering/Public Works)

ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

17. Resolution 2017-158. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK THE NATIONAL JOINT POWERS ASSOCIATION (NJPA) CONTRACT #022014-SCA TO AWARD THE PURCHASE OF ONE (1) 866 RODDER SERIES II TO PLUMBERS DEPOT, INC., AN AUTHORIZED DISTRIBUTOR FOR SEWER EQUIPMENT CO. OF AMERICA, IN AN AMOUNT NOT TO EXCEED \$73,530.12. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2017-53)

ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN (1104-1-1)

18. Resolution 2017-159. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F013 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE MIDBLOCK PEDESTRIAN CROSSING ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$625,230 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP); AND 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$625,230 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (2017-50)

19. Resolution 2017-160. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220, SUBSECTION (B), SOLE SOURCE PROCUREMENT AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TI TRAINING CORP., FOR THE NOT TO EXCEED AMOUNT OF \$53,851.00 FOR THE POLICE DEPARTMENT'S PURCHASE OF A USE OF FORCE TRAINING SIMULATOR SYSTEM, THAT INCLUDES ADVISING ON THE INSTALLATION OF A VIDEO PROJECTOR AND SPEAKERS AT THE POLICE DEPARTMENT, AND ONSITE TRAINING FOR SIX POLICE DEPARTMENT EMPLOYEES IN THE OPERATION OF THE SYSTEM. (Police)

ACTION: Adopted. See above.

POLICY MANUAL ADMIN (110-1-1)

20. Resolution 2017-161. Resolution OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING CITY COUNCIL POLICY # 206, "DEBT MANAGEMENT." (Finance)

ACTION: Adopted. See above.

TEMPORARY USE PERMITS 2017 (203-1-33)

21. Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 29, 2017 thru October 31, 2017 with no waiver of fees. (Neighborhood Services)

ACTION: Approved. See above.

TEMPORARY USE PERMITS 2017 (203-1-33)

22. Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 11, 2017 from 9:45 a.m. to 3:00 p.m. with no waiver of fees. (Neighborhood Services)

ACTION: Approved. See above.

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

23. Warrant Register #1 for the period of 06/28/17 through 07/04/17 in the amount of \$3,006,289.71. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

24. Warrant Register #2 for the period of 07/05/17 through 07/11/17 in the amount of \$1,358,983.47. (Finance)

ACTION: Approved. See above.

NON CONSENT RESOLUTIONS

CONDITIONAL USE PERMITS 2017 (403-32-1)

25. Resolution 2017-162. ALTERNATIVE RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY TO APPROVE OR DENY A CONDITIONAL USE PERMIT FOR WHOLESALE AUTO SALES WITH ACCESSORY NEW CAR PREPARATION, OUTDOOR VEHICLE STORAGE, ELECTRICAL AND TRIM INSTALLATION, AND EMPLOYEE PARKING AT 2000 ROOSEVELT AVENUE; CITY COUNCIL MAY APPROVE EITHER OF THE ATTACHED RESOLUTIONS BASED ON CONTAINED FINDINGS FOR DENIAL OR APPROVAL. (APPLICANT: DEBORAH FALK) (CASE FILE NO.: 2016-10 CUP) (Planning)

RECOMMENDATION: Adopt the Resolution approving the Conditional Use Permit.

TESTIMONY: Johnathan Michaels and Perry Falk, appeared on behalf of the applicant, made a presentation and responded to questions.

Sandy Naranjo, National City, representing the Environmental Health Coalition (EHC), spoke in opposition to the Conditional Use Permit (CUP).

Alicia Sanchez, National City, spoke in opposition.

Margarita Moreno, National City, spoke in opposition.

Andrew McKercher, National City, representing IBEW 569, spoke in opposition.

Sylvia Calzada, National City, spoke in opposition.

Joy Williams, National City, representing EHC, spoke in opposition.

Irvin Martinez, National City, representing Alliance of Californians for Community Environment (ACCE), spoke in opposition.

Eddie Perez, San Diego, spoke in opposition.

Margarita Godshalk, National City, spoke in opposition.

Ted Godshalk, National City, spoke in opposition.

Mat Kostriansky, San Diego, spoke in opposition.

Roberto Garcia, National City, spoke in opposition.

Michelle Krug, San Diego, spoke in opposition.

Jose Ramirez, National City, spoke in opposition.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to continue this item in order to have a list of the things that shall not be included, that it shall not have a car wash, that it shall not have storage of any hazardous material, that there will be no mechanical work excluding detail and, if there are any chemicals being used that there be a list of what those chemicals are and spot inspections. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

RECESS

A recess was called at 10:23 p.m.

The meeting reconvened at 10:31 p.m. All members were present.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2017-61)

26. Resolution 2017-163. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR SERVICE AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC., FOR A NOT-TO-EXCEED AMOUNT OF \$170,412 TO PROVIDE HEATING, VENTILATING AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES FOR CITY FACILITIES. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

PROPERTY TAX RATE BONDED INDEBTEDNESS ADMIN (205-02-02)

27. Resolution 2017-164. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REDUCING THE PROPERTY TAX RATE FOR THE LIBRARY GENERAL OBLIGATION BONDS FOR FISCAL YEAR 2018 FROM 0.88 CENT PER \$100 OF ASSESSED VALUATION TO 0.79 CENT. (Finance)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

CITY MANAGER REPORTS / ADMIN (1104-01-12)

28. Report to City Council on services, tools, and strategies available to local government to expand existing outreach programs, and enhance or develop strategies for building and maintaining positive relationships in support of immigrants. (City Manager)

RECOMMENDATION: Council Direction Requested.

TESTIMONY: Andrew Mckercher, National City, representing IBEW 569, spoke in support of a having a commission.

Wendy Tovar, National City, spoke in support of community resources.

Mark Lane, National City, spoke in support of a commission.

Mat Kostrinsky, San Diego, spoke in support of having a commission.

Hami Mohebi, Executive Director of Council on Islamic Relations, San Diego, spoke in support of having a commission.

Pastor Wayne Riggs, spoke in support of a Human Relations Commission.

Luis Gomez spoke in support of a Human Relations Commission.

NEW BUSINESS (cont.)

CITY MANAGER REPORTS / ADMIN (1104-01-12)

28. (continued)
Michelle Krug, San Diego, spoke in support of a Human Relations Commission.
James Elia, representing the Minority Humanitarian Foundation, spoke in support of a Human Relations Commission.
Benjamin Prado, American Friends Service Committee, spoke in support of a Human Relations Commission.
Elizabeth Lopez, Southern California Immigration Project, spoke in support of a Human Relations Commission.
Christian Ramirez, Alliance San Diego, spoke in support a Human Relations Commission.
Jose Rodrigues, National City, spoke in support of having a full-time person to take care of residents.
Tania Marquez, San Diego Organizing Project, spoke in support of having a safety net for immigrant.
ACTION: Consensus was for staff to report back on September 19, 2017 on different types of committees with the potential for appointment that same night. There was no vote.

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

HOUSING AUTHORITY 2017 (404-01-06)

29. Resolution 2017-57. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY DESIGNATING THE OFFICIALS AUTHORIZED TO ORDER THE DEPOSIT AND WITHDRAWAL OF MONIES WITH FINANCIAL INSTITUTIONS ON BEHALF OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY. (Housing & Economic Development)
RECOMMENDATION: Adopt the Resolution.
TESTIMONY: None.
ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

C. REPORTS

STAFF REPORTS – None.

MAYOR AND CITY COUNCIL

Student Council Representative Jose Estrada expressed appreciation and gratitude to the many people who have supported and guided him during his tenure with the Council and said how much he values the opportunity and experience.

MAYOR AND CITY COUNCIL (cont.)

Vice Mayor Mendivil complimented the good job by staff for our National Night Out event; expressed concern about rent increases and interest in what can be done and praised the upcoming Festival of Life coming to Kimball Park on October 1st through the 6th.

Member Sotelo-Solis also praised National Night Out event and Sweetwater High School's Open House.

Member Rios complimented and thanked Student Council Representative Jose Estrada for the excellent job he did the past year and reminded everyone about Auto Heritage Days.

Mayor Morrison highlighted all of the many activities that have or will be taking place in the City and said he thinks he failed to properly acknowledge the job of the outgoing Miss National City and her Court for the job they did.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that the City Council, acting in Closed Session gave Authority and Direction in two matters (Real Property Transaction and Pending Litigation- *Reimer v. National City*) by unanimous vote, and gave Authority and Direction in one matter (Potential Litigation) by a vote of 4 to 1 with Mayor Morrison voting "No". (See attached Exhibit 'L')

ADJOURNMENT

Motion by Sotelo-Solis, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City – to be held Tuesday, September 5, 2017 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 5, 2017 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 12:13 a.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 16, 2018.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting - Tuesday, August 15, 2017 – 5:00 p.m.

ROLL CALL

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

CLOSED SESSION

1. Real Property Transaction – Government Code Section 54956.8
Property Description: Lot 19- 22 of Block 109 of the City of National City commonly known as 302 West 19th Street. Total property size is 11,772 sq.ft. or 0.27 acres.
Assessor Parcel Nos: 559-104-05-00; 559-104-11-00; 559-104-14-00; 559-104-15-00
Agency Negotiator: Brad Raulston and Gregory Rose
Negotiating Parties: Frank C. Safley Jr. & Deborah Safley
Under Negotiation: Price and terms of payment
2. Conference with Legal Counsel – Pending Litigation
Existing Litigation under Paragraph (1) of Subdivision (d) of Government Code Section 54956.9
Chris Reimer v. City of National City, et al.
San Diego Superior Court Case No. 37-2015-000-38580
3. Conference with Legal Counsel – Pending Litigation
Existing Litigation under Paragraph (1) of Subdivision (d) of Government Code Section 54956.9
City of Chula Vista v. Sandoval, et al.
Sacramento Superior Court Case No. 37-2015-000-38580
4. Conference with Legal Counsel – Potential Litigation
Significant Exposure to Litigation under Government Code Section 54956.9(d)(4)
One Potential Case

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, August 15, 2017, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

September 5, 2017

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:11 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Amedee, Dalla, Deese, Denham, Duong, Manganiello, Morris-Jones, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams, Ybarra.

Others present: City Treasurer Mitch Beauchamp and Student Council Representative Erika Gastelum.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

Mayor Morrison stated that the meeting would be adjourned in honor of Mr. Al Beauchamp, Coco Naranjo, Nana, and Jordan Fortes.

PUBLIC COMMENTS

Gabriela Torres, representing the Surf rider Foundation, requested National City support Imperial Beach in their legal action against the International Boundary and Water Commission.

Larry Emerson, National City, announced the various opportunities for people to test drive electric vehicles.

Josie Flores-Clark, Executive Assistant to the Mayor, expressed appreciation and best wishes to Monserrate Casanova for her dedication and hard work the past year as an intern in the Mayor's Office.

Monserrate Casanova said that interning in the Mayor's Office for the past year has been a very interesting and rewarding experience and thanked Mayor Morrison and Josie Flores-Clark for their confidence and support.

Coyote Moon, National City, requested a Resolution from the City Council supporting the retention of the Deferred Action for Childhood Arrivals (DACA) program.

Jose Estrada, National City, urged the City Council to take a stand and oppose ending the DACA program.

PROCLAMATIONS

PROCLAMATION ADMIN (102-2-1)

1. Proclaiming the month of September 2017 as: "National Preparedness Month".

AWARDS AND RECOGNITIONS - None.

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017 (102-10-12)

2. Update on Port Projects and Activities in National City. (Port Chairman Robert "Dukie" Valderrama)
3. Stakeholder Briefing - San Ysidro Land Port of Entry Renovation and Expansion Roadway Impacts. (Anthony Kleppe, U.S. General Services Administration (GSA))
4. National City Safe Routes to School Program & Neighborhood Walk Audits. (Circulate San Diego & Rady Children's Hospital San Diego) (Engineering/Public Works)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

5. Interviews and Appointments - Veterans and Military Families Advisory Committee. (City Clerk)

INTERVIEWS: Bert Andrade appeared for interview.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 6 (NMC), Item No. 7 (Minutes), Item Nos. 8 through 20 (Resolution Nos. 2017-165 through 2017-177), Item Nos. 21 through 23 (Report), Item Nos. 24 and 25 (Warrant Registers). Motion by Sotelo-Solis, seconded by Cano, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-2-32)

6. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above,

CONSENT CALENDAR (cont.)

APPROVAL OF MINUTES (103-2-1)

7. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF MAY 16, 2017. (City Clerk)

ACTION: Approved. See above.

GRANT / LIBRARY (206-04-10)

8. Resolution No. 2017-165. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) RATIFYING THE ACCEPTANCE OF THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) GRANT OF \$18,000 TO FUND THE NATIONAL CITY LIBRARY'S LITERACY SERVICES PROGRAM FOR FY2017-18; AND 2) AUTHORIZING THE ESTABLISHMENT OF A LITERACY SERVICES GRANT FUND APPROPRIATION OF \$18,000 AND CORRESPONDING REVENUE BUDGET. (Library)

ACTION: Approved. See above.

CONTRACT (C2005-65)

GRANT / PUBLIC SAFETY (206-4-27)

9. Resolution No. 2017-166. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A GRANT SUBAWARD AMENDMENT FOR ADDITIONAL GRANT FUNDS IN THE AMOUNT OF \$27,689 FROM THE FY16 URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDS, FOR A TOTAL GRANT AMOUNT OF \$246,699, FOR THE REIMBURSABLE GRANT PURCHASE OF EQUIPMENT, PLANNING, AND TRAINING FOR THE POLICE AND FIRE DEPARTMENTS; AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION IN THE AMOUNT OF \$27,689 AND A CORRESPONDING REVENUE BUDGET. (Fire)

ACTION: Approved. See above.

CONTRACT (C2008-53)

10. Resolution No. 2017-167. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN APPROPRIATION INCREASE AND CORRESPONDING REVENUE BUDGET INCREASE IN THE AMOUNT OF \$163,000 FOR THE ESGIL CORPORATION (SAFEUILT) FOR BUILDING PLAN CHECK SERVICES FOR FY-2017. (Building/Fire)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

GRANT / PUBLIC SAFETY (206-04-27)

11. Resolution No. 2017-168. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF A \$5,000 CHECK FROM JESUS THE GREAT I AM CHURCH INC. ON BEHALF OF THE NATIONAL CITY FIRE DEPARTMENT FOR THE PURCHASE OF THREE AUTOMATIC EXTERNAL DEFIBRILLATORS (AEDS), AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET. (Fire)

ACTION: Approved. See above.

CONTRACT (C2017-59)

12. Resolution No. 2017-169. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDED A CONTRACT TO DICK MILLER, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$939,939.93 FOR THE CITYWIDE ALLEY IMPROVEMENTS PROJECT, CIP NO. 16-11; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$140,990.99 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

ACTION: Approved. See above.

CONTRACT (C2017-54)

13. Resolution No. 2017-170. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDED A CONTRACT TO EAGLE PAVING COMPANY, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,158,297.70 FOR THE CITYWIDE PEDESTRIAN MIDBLOCK CROSSING ENHANCEMENTS PROJECT, CIP NO. 17-05; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$173,744.66 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

ACTION: Approved. See above.

CONTRACT (C2009-01)

14. Resolution No. 2017-171. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH HARRIS & ASSOCIATES, INC. RETROACTIVELY EXTENDING THE TERM OF THE AGREEMENT TO MAY 18, 2018, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, SEWER SYSTEM AND STORM DRAIN ANALYSIS AND DESIGN, CONSTRUCTION SUPPORT, ENGINEERING PLAN REVIEWS AND TENTATIVE MAP REVIEWS. (Engineering/Public Works)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2017-55)

15. Resolution No. 2017-172. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND ACCELERATED MODULAR CONCEPTS INCORPORATED IN THE AMOUNT OF \$112,846.28 FOR THE DELIVERY AND SET UP OF A MODULAR BUILDING TO BE USED BY THE NATIONAL CITY FIRE DEPARTMENT AS PART OF THE SQUAD PILOT PROGRAM AT EL TOYON PARK. (Engineering/Public Works)

ACTION: Approved. See above.

CONTRACT (D2017-02)

16. Resolution No. 2017-173. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING A GRANT DEED FROM WHITE WHALE PROPERTIES, INC., A CALIFORNIA CORPORATION, FOR A DEDICATION OF REAL PROPERTY TO ALLOW FOR THE CONSTRUCTION OF A PUBLIC SIDEWALK ADJACENT TO THEIR PROPERTY LOCATED AT 1640 ORANGE STREET (APN 561-160-40). (Engineering/Public Works)

ACTION: Approved. See above.

PARKING & TRAFFIC CONTROL ADMIN 2017 (801-02-38)

17. Resolution No. 2017-174. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 83 FEET OF DIAGONAL "30-MINUTE PARKING" LOCATED ON E. 8TH STREET ADJACENT TO "BIG BEN SPECIALTY MARKET" AND 81 FEET OF PARALLEL "30-MINUTE PARKING" LOCATED ON "A" AVENUE ADJACENT TO "BIG BEN SPECIALTY MARKET" TO INCREASE PARKING TURNOVER FOR CUSTOMERS (TSC NO. 2017-19). (Engineering/Public Works)

ACTION: Approved. See above.

PARKING & TRAFFIC CONTROL ADMIN 2017 (801-02-38)

18. Resolution No. 2017-175. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CONVERSION OF 67 FEET OF 1-HOUR PARALLEL PARKING TO 30-MINUTE PARKING ON NATIONAL CITY BOULEVARD ADJACENT TO "B&B FURNITURE" AND INSTALL 37 FEET OF 30-MINUTE PARALLEL PARKING ON W. 4TH STREET ADJACENT TO "B&B FURNITURE" TO INCREASE PARKING TURNOVER FOR CUSTOMERS (TSC NO. 2017-20). (Engineering/Public Works)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

PARKING & TRAFFIC CONTROL ADMIN 2017 (801-02-38)

19. Resolution No. 2017-176. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 635 "J" AVENUE (TSC NO. 2017-21). (Engineering/Public Works)

ACTION: Approved. See above.

PARKING & TRAFFIC CONTROL ADMIN 2017 (801-02-38)

20. Resolution No. 2017-177. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A SECOND BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 2121 WILSON AVENUE (TSC NO. 2017-22). (Engineering/Public Works)

ACTION: Approved. See above.

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

21. National City Sales Tax Update Newsletter Fourth Quarter 2016. (Finance)

ACTION: Approved. See above.

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

22. National City Sales Tax Update Newsletter First Quarter 2017. (Finance)

ACTION: Approved. See above.

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

23. Investment Report for the quarter ended June 30, 2017. (Finance)

ACTION: Filed. See above.

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

24. Warrant Register #3 for the period of 07/12/17 through 07/18/17 in the amount of \$1,310,855.42. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

25. Warrant Register #4 for the period of 07/19/17 through 07/25/17 in the amount of \$2,317,938.00. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS

MUNICIPAL CODE 2017 (506-02-32)

26. Public Hearing - First Reading of: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE NATIONAL CITY MUNICIPAL CODE BY ADDING CHAPTER 2.55

PUBLIC HEARINGS (cont.)

MUNICIPAL CODE 2017 (506-02-32)

26. Public Hearing (continued). ESTABLISHING REQUIREMENTS REGARDING THE ADOPTION AND AMENDMENT OF THE ANNUAL BUDGET OF THE CITY OF NATIONAL CITY. (Finance)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote. Motion by Mendivil, seconded by Cano, to introduce the Ordinance. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-02-32)

27. Public Hearing - First Reading of: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 6 SECTION 6.04 OF THE NATIONAL CITY MUNICIPAL CODE REGARDING BUSINESS TAX RATES TO COMPLY WITH CURRENT LAW, INCLUDING 1) REVERTING GROSS RECEIPTS AND FLAT BUSINESS TAX RATES TO THOSE ESTABLISHED BY ORDINANCE NO. 1606, ENACTED IN 1977, CORRECTING RATE CALCULATIONS WHERE NECESSARY; 2) REPEALING THE MARGINAL TAX RATE TABLE; 3) REPEALING APPENDIX D TO ORDINANCE NO. 1606; AND 4) REFUNDING BUSINESS TAXES AND ASSOCIATED APPLICABLE FEES OVERPAID WITHIN THE TWELVE MONTHS PRIOR TO THE EFFECTIVE DATE OF THIS ORDINANCE. (Finance)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to close the Public Hearing. Carried by unanimous vote. Motion by Sotelo-Solis, seconded by Mendivil, to introduce the Ordinance. Carried by unanimous vote.

PROP A TRANSNET (RTIP) ADMIN (205-05-01)

28. Resolution 2017-178. Public Hearing and adoption of: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) APPROVING AN AMENDMENT NO. 8 (16-08) TO THE 2016 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM FOR TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2017 THROUGH 2021 TO ENSURE PROGRAMMING IS CONSISTENT WITH THE LATEST TRANSNET REVENUE FORECAST FOR NATIONAL CITY; PROJECTS INCLUDE PLAZA BOULEVARD WIDENING (NC01), STREET RESURFACING (NC03), TRAFFIC SIGNAL

PUBLIC HEARINGS (cont.)

PROP A TRANSNET (RTIP) ADMIN (205-05-01)

28. Resolution 2017-178. (continued). INSTALL/UPGRADES (NC04) AND CITYWIDE SAFE ROUTES TO SCHOOL (NC15); AND 2) AUTHORIZING THE ESTABLISHMENT OF A TRANSNET PROPOSITION 'A' FUND APPROPRIATION OF \$1,021,000 FOR FY 2018 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)

RECOMMENDATION: Hold Public Hearing and adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Sotelo-Solis, to close the Public Hearing. Carried by unanimous vote. Motion by Mendivil, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

CONDITIONAL USE PERMITS 2017 (403-32-1)

29. Resolution Nos. 2017-179, Resolution No. 2017-180. ALTERNATIVE RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY TO APPROVE OR DENY A CONDITIONAL USE PERMIT FOR WHOLESALE AUTO SALES WITH ACCESSORY NEW CAR PREPARATION (EXCLUDING DETAILING), CAR WASH, OUTDOOR VEHICLE STORAGE, ELECTRICAL AND TRIM INSTALLATION, AND EMPLOYEE PARKING AT 2000 ROOSEVELT AVENUE; City Council may approve either of the attached Resolutions based on contained findings for denial or approval. (Applicant: Deborah Falk) (CASE FILE NO.: 2016-10 CUP) (Planning)

RECOMMENDATION: Adopt the Resolution approving the Conditional Use Permit.

TESTIMONY: Dan Hom, San Diego, appeared on behalf of Perry Auto Group.

Carolina Martinez, EHC, spoke in support provided there is additional action regarding hazardous materials.

Perry Falk, Perry Auto Group, responded to questions.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to adopt the Resolution approving the CUP with findings and conditions. Carried by unanimous vote.

VICE MAYOR APPOINTMENT ADMIN (101-20-1)

30. Resolution No. 2017-181. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING COUNCIL POLICY 119: SELECTION OF THE VICE MAYOR. (City Manager)

RECOMMENDATION: Adopt the resolution.

TESTIMONY: None.

NON-CONSENT RESOLUTIONS (cont.)

VICE MAYOR APPOINTMENT ADMIN (101-20-1)

30. Resolution No. 2017-181 (continued).

ACTION: Motion by Morrison, seconded by Cano to adopt the resolution with added exclusion of new person during first year.

Carried by unanimous vote.

Motion by Rios, seconded by Sotelo-Solis, to bring the item back so all current members of the Council will have a turn to serve as Vice Mayor prior to next election. Motion failed by the following vote to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison.

Abstain: None. Absent: None.

NEW BUSINESS

CONDITIONAL USE PERMITS 2017 (403-32-1)

31. Notice of Decision Planning Commission approval of a Conditional Use Permit for the sale and trade of jewelry, gold, and other precious metals at a retail store (Kevin Jewelers) located at 3030 Plaza Bonita Road, Suite 1110. (Applicant: Kaveh Bral) (Case File 2017-16 CUP) (Planning)

RECOMMENDATION: Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Rios, in favor of staff's recommendation. Carried by unanimous vote.

LEAGUE OF CA CITIES ADMIN (104-02-01)

32. City Council Review of League of California Cities 2017 Annual Conference Resolutions: "A Resolution of the League of California Cities calling upon the Governor and Legislature to enter into discussion with League and other Public Safety stakeholders to identify and implement strategies that will reduce the unintended negative impacts of existing criminal law"; and "A Resolution of the League of California Cities supporting Legislation amending Government Code Section 38611 to clarify the definition of Local Control providing broad statutory authority for local officials to determine Emergency levels and direct Emergency Medical Response within their jurisdictions". (City Manager)

RECOMMENDATION: Support both Resolutions.

TESTIMONY: Monica Montgomery, appeared on behalf of the ACLU, and offered their perspective on the Resolutions.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to oppose the first Resolution. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Motion by Sotelo-Solis, seconded by Cano to support the second Resolution amending Government Code Section 38611. Carried by unanimous vote.

NEW BUSINESS (cont.)

LEAGUE OF CA CITIES ADMIN (104-02-01)

32. City Council Review of League of California Cities 2017 Annual Conference Resolutions (continued).

ACTION (continued): Motion by Mendivil, seconded by Cano to support the first Resolution in concept. Carried by the following vote, to-wit. Ayes: Cano, Mendivil, Morrison. Nays: Sotelo-Solis, Rios. Abstain: None. Absent: None.

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

Neighborhood Services Director Armando Vergara provided an update on County-wide Hepatitis outbreak and actions being taken.

MAYOR AND CITY COUNCIL

City Treasurer Mitch Beauchamp expressed concern about the City Council policy on budgets.

Vice Mayor Mendivil spoke about the benefits to the community from the upcoming Festival of Life Even in Kimball Park from October 1st through the 6th.

Member Sotelo-Solis thanked staff for the presentations and related an incident in her neighborhood where our firefighters went above and beyond to assist a 92 year old resident. Member Sotelo-Solis made a motion, seconded by Mendivil, to bring back resolution language and information on what others are doing to support DACA. Carried by unanimous vote.

Member Rios made a motion, seconded by Sotelo-Solis, to have the County Health Department provide information or give a report to the City Council on the Hepatitis outbreak. Carried by unanimous vote. Member Rios announced that her father, Mr. Al Alvarado, will be one of three individuals honored at the Padre game during Hispanic Heritage Month.

Member Cano made a motion, seconded by Morrison, to have staff prepare a report on policy and standards for Council representatives and interns. Carried by the following vote, to-wit. Ayes: Cano, Mendivil, Morrison. Nays: Sotelo-Solis, Rios. Abstain: None. Absent: None.

CLOSED SESSION REPORT

City Attorney reported that in Closed Session in the matter of the Claim by Miranda, staff received direction and authorization by unanimous vote.
(See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in honor of Mr. Al Beauchamp, Mrs. Coco Naranjo, Nana and Mr. Jordan Fortes.

Motion by Mendivil, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – September 19, 2017 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote. Nays: None. Abstain: None. Absent: None.

Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 19, 2017 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 10:52 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 16, 2018.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting - Tuesday, September 5, 2017 – 5:00 p.m.

ROLL CALL

CITY COUNCIL

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(4)
One Claim: Miranda
2. Conference with Legal Counsel – Potential Litigation
Significant Exposure to Litigation under Government Code Section 54956.9(d)(4)
One Potential Case

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, September 5, 2017, 6:00 p.m.,
Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

September 19, 2017

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:06 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Morris-Jones, Parra, Raulston, Stevenson, Tellez, Vergara, Williams, Ybarra.
Others present: Student Council Representative Erika Gastelum.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Andrew Gavin spoke in support of the Craft Beer Ordinance.

PROCLAMATIONS

PROCLAMATION ADMIN (102-2-1)

1. Proclaiming September 17, 2017 through September 23, 2017 as “Constitution Week”.

AWARDS AND RECOGNITIONS

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017

2. Retiree Service Recognition - Recognizing Park Superintendent Miguel Diaz for his 34 years of service with the City of National City. (Engineering/Public Works)
3. Retiree Service Recognition - Recognizing Senior Park Caretaker John Gish for his 29 years of service with the City of National City. (Engineering/Public Works)

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

4. Update on the Hepatitis “A” Outbreak. (Dr. Wilma J. Wooten, M.D., M.P.H., Health Officer & Director, Public Health Services, County of San Diego Health & Human Services Agency)
5. Wayfinding Signage Update. (City Manager)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

6. Interviews and Appointments - Veterans and Military Families Advisory Committee. (City Clerk)

ACTION: Meg Storer appeared for interviewed

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 7 (NCCMC), Item Nos. 8 through 10 (Resolution Nos. 2017-182 through 2017-184), Item Nos. 11 and 12 (Temporary Use Permits), Item Nos. 13 and 14 (Warrant Registers). Motion by Cano, seconded by Mendivil, to approve the Consent Calendar except for Item No. 12. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-2-32)

7. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2015-56)

GRANT / PUBLIC SAFETY (206-4-27)

8. Resolution No. 2017-182. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) AUTHORIZING ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF \$120,000 FROM THE OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT 2018 TO CONDUCT DUI AND TRAFFIC RELATED ENFORCEMENT OPERATIONS FOR THE POLICE DEPARTMENT 2) AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT OF THE AWARD OF THE GRANT FUNDS AND 3) AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGET. (Police)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2015-49)

9. Resolution No. 2017-183. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH AIR QUALITY COMPLIANCE SOLUTIONS, INC., DBA; RELY ENVIRONMENTAL, FOR ON-CALL ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES, INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$50,000, FOR A TOTAL AGREEMENT AMOUNT OF \$150,000.
(Engineering/Public Works)

ACTION: Approved. See above.

CONTRACT (C2003-46)

10. Resolution No. 2017-184. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$100,000 TO PROVIDE, 1) ENGINEERING AND CONSTRUCTION SUPPORT SERVICES, INCLUDING PREPARATION OF RECORD DRAWINGS, FOR THE NATIONAL CITY ALLEY IMPROVEMENTS PROJECT; 2) SUPPORT SERVICES FOR SEWER USER RATE STUDY; AND 3) TAX ROLL ADMINISTRATION FOR ANNUAL SEWER SERVICE CHARGES.
(Engineering/Public Works)

ACTION: Approved. See above.

TEMPORARY USE PERMITS 2017 (203-01-33)

11. Temporary Use Permit – St. Mary’s Fall Festival hosted by St. Mary’s Catholic Church on Sunday, October 1, 2017 at the parish grounds located between E. 8th Street and “E” Avenue from 7 a.m. to 7 p.m. with no waiver of fees. (Neighborhood Services)

ACTION: Approved. See above.

TEMPORARY USE PERMITS 2017 (203-01-33)

12. Temporary Use Permit - 59th Maytime Band Review sponsored by the Maytime Band Association on October 7, 2017 from 10 a.m. to 3 p.m. (Neighborhood Services)

TESTIMONY: Brian Clapper, National City, thanked everyone for their cooperation and requested patience as they move forward.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to approve Staff recommendation. Carried by unanimous vote.

EXPARTE DISCLOSURE: Members Morrison and Rios disclosed that they are involved with the Maytime Band Association

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

13. Warrant Register #5 for the period of 07/26/17 through 08/01/17 in the amount of \$8,856,176.05. (Finance)

ACTION: Ratified. See above.

CONSENT CALENDAR (cont.)

WARRANT REGISTER JULY 2017 – JUNE 2018 (202-1-32)

14. Warrant Register #6 for the period of 08/02/17 through 08/08/17 in the amount of \$700,333.90. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS

MUNICIPAL CODE 2017 (506-02-32)

15. Public Hearing and Introduction of: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 6 SECTION 6.04 OF THE NATIONAL CITY MUNICIPAL CODE REGARDING BUSINESS TAX RATES TO COMPLY WITH CURRENT LAW, INCLUDING 1) REVERTING GROSS RECEIPTS AND FLAT BUSINESS TAX RATES TO THOSE ESTABLISHED BY ORDINANCE NO. 1606, ENACTED IN 1977, CORRECTING RATE CALCULATIONS WHERE NECESSARY; 2) REPEALING THE MARGINAL TAX RATE TABLE; 3) REPEALING APPENDIX D TO ORDINANCE NO. 1606; AND 4) REFUNDING BUSINESS TAXES AND ASSOCIATED APPLICABLE FEES OVERPAID WITHIN THE TWELVE MONTHS PRIOR TO THE EFFECTIVE DATE OF THIS ORDINANCE. (Finance)

RECOMMENDATION: Introduce the Ordinance.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Sotelo-Solis. Nays: None. Abstain: None. Absent: Rios.

Motion by Sotelo-Solis, seconded by Cano, to introduce the Ordinance. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-02-32)

16. Ordinance No. 2017-2437. Public Hearing and Adoption of: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE NATIONAL CITY MUNICIPAL CODE BY ADDING CHAPTER 2.55 ESTABLISHING REQUIREMENTS REGARDING THE ADOPTION AND AMENDMENT OF THE ANNUAL BUDGET OF THE CITY OF NATIONAL CITY. (Finance)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Sotelo-Solis. Nays: None. Abstain: None. Absent: Rios.

PUBLIC HEARINGS (cont.)

MUNICIPAL CODE 2017 (506-02-32)

16. Ordinance No. 2017-2437 (continued).

Motion by Sotelo-Solis, seconded by Cano, to adopt the Ordinance.
Carried by the following vote, to-wit: Ayes: Cano, Morrison, Sotelo-Solis. Nays: Mendivil. Abstain: None. Absent: Rios.
It was requested that there be a re-vote on the motion for approval.
Motion by Sotelo-Solis, seconded by Cano, to adopt the Ordinance.
Carried by unanimous vote.

NEW BUSINESS

CONDITIONAL USE PERMITS 2017 (403-32-1)

17. Notice of Decision – Planning Commission approval of a Conditional Use Permit modification for distilled spirits at an existing beer and wine-licensed restaurant (Tita's II) located at 3421 East Plaza Blvd. (Applicant: Roger Speir) (Case File 2017-09 CUP) (Planning)

RECOMMENDATION: Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

TESTIMONY: Anne Campbell, National City, spoke in opposition.

An unnamed resident spoke in opposition.

Milo (no last name), representing Institute for Public Strategies (IPS), spoke in opposition.

Brenda Simmonds, from IPS, spoke in opposition.

Olga Flores, National City, spoke in opposition.

Robert Scales, the applicant, spoke in support and responded to questions.

ACTION: Motion by Mendivil, seconded by Rios, to set for public hearing. Carried by unanimous vote.

CITY MANAGER / REPORTS ADMIN (1104-01-12)

18. Continuation of Staff's Report to City Council on Strategies for Building and Maintaining Positive Relationships in Support of Immigrants to include: A Request for City Council Direction on the Creation of an Ad-Hoc Committee or City Manager's Working Group; and a General Overview of Grant Funding Opportunities. (City Manager)

RECOMMENDATION: Request City Council direction.

TESTIMONY: Andrew McKercher, National City spoke in support of forming an advisory committee.

ACTION: Motion by Sotelo-Solis, seconded by Rios to form an Ad-Hoc Committee with two members of the City Council. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Motion by Cano, seconded by Mendivil, for a City Manager Working Group. Motion withdrawn with no vote.

A request was made to compile additional information and place the item on the agenda in October or November. There was no vote.

NEW BUSINESS (cont.)

CHAMBER OF COMMERCE ADMIN (109-06-01)

19. Presentation of the National City Chamber of Commerce report of the planned use of \$50,000 budgeted by the City of National City for the Chamber for Fiscal Year 2018. (Finance)

RECOMMENDATION: Accept and file the report.

TESTIMONY: Jacqueline Reynoso, President and CEO of the National City Chamber of Commerce, gave a presentation on the use of the \$50,000 in funding provided to the Chamber by the City.

ACTION: None.

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

City Manager Leslie Deese acknowledged and thanked the Community Service Staff for the Volunteer Appreciation Dinner Event.

MAYOR AND CITY COUNCIL

Vice Mayor Mendivil reported that he attended the South County Economic Development Summit and was proud to see the Mayors of the South Bay and hear the good things happening in South Bay cities.

Member Sotelo-Solis thanked staff for all the comprehensive reports and special thanks for the awesome job by Community Services staff putting on the Volunteer Appreciation Event and reported that she asked the County Health Department to present an update on the Hepatitis "A" outbreak to the SANDAG Public Safety Committee.

Member Rios thanked staff for returning so quickly with the report on Hepatitis "A"; said the Volunteer Appreciation Dinner was very impressive and that she supports opening it to others. Member Rios made three motions for Council consideration:

Motion by Rios, seconded by Sotelo-Solis, to bring back at the next meeting a letter urging the Governor to sign AB 485. Carried by unanimous vote.

Motion by Rios, seconded by Sotelo-Solis, to send a support letter for AB 805. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Motion by Rios, seconded by Sotelo-Solis, to bring back Proclamations honoring Claudia Sandoval and Susie Rico. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

MAYOR AND CITY COUNCIL (cont.)

Member Cano thanked staff for their work and said that at the last City Council meeting he made a very bad judgement call and wanted to apologize to all the Council for his actions.

Motion by Cano, seconded by Mendivil, to bring City Council Policy #802 back on a future agenda for discussion. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

Mayor Morrison echoed the sentiments praising the staff and the very nice Volunteer Appreciation Dinner event.

Motion by Morrison, seconded by Cano, to place on a future agenda discussion about City Council meeting times. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Mendivil, Rios. Nays: Sotelo-Solis. Abstain: None. Absent: None.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that the City Council, in Closed Session, gave unanimous direction. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in honor of Mr. Zack Zarate and Mildred Bundy.

Motion by Sotelo-Solis, seconded by Mendivil, to adjourn the meeting to the next Adjourned Regular Meeting of the City Council of the City of National City - Economic Development Plan and Programs Workshop - Tuesday - October 3, 2017 - 4:30 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 3, 2017 - 6:00 p.m. - Council Chambers - National City, California.

The meeting closed at 10:12 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 16, 2018.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting - Tuesday, September 19, 2017 – 5:00 p.m.

ROLL CALL

CITY COUNCIL

CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigation
Significant Exposure to Litigation under Government Code Section
54956.9(d)(4)
One Potential Case

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, September 19, 2017, 6:00 p.m.,
Council Chambers, Civic Center – National City, California.

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

September 19, 2017

The Special Meeting of the City Council of the City of National City was called to order at 5:02 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios.

Council / Board members absent: Sotelo-Solis.

Administrative Officials present: Dalla, Deese, Morris-Jones, Raulston, Stevenson.

PUBLIC COMMENTS – None

OPEN SESSION

CITY COUNCIL

1. Conference with Legal Counsel – Potential Litigation
Significant Exposure to Litigation under Government Code Section
54956.9(d)(4)
One Potential Case
TESTIMONY: None.

Members retired into Closed Session at 5:02 p.m.

CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigation
Significant Exposure to Litigation under Government Code Section
54956.9(d)(4)
One Potential Case

ADJOURNMENT

The next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 19, 2017 at 6:00 p.m. at the Council Chamber, National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 16, 2018.

Mayor

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with KD 31ST, LLC, to construct five bio-filtration planters within public right-of-way for the future Mariners Landin

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Encroachment Permit Agreement with KD 31ST, LLC, to construct five bio-filtration planters within public right-of-way for the future Mariner's Landing Apartment Building located on East 31st Street (APN 562-252-09 thru 562-252-12).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution accepting the Encroachment Permit Agreement with KD 31ST, LLC, for the construction of five bio-filtration planters for the future Mariner's Landing Apartment Building located on East 31st Street (APN 562-252-09 thru 562-252-12).

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Encroachment Permit Agreement
3. Resolution

EXPLANATION

KD 31ST, LLC has proposed a 61-unit multifamily apartment complex to be constructed on Lots 1 through 10 and 11 through 20 of Copeland's Subdivision, according to Map No. 978 recorded in the Office of the County Recorder on March 19, 1906, Assessor Parcel Numbers 562-252-09 thru 562-252-12.

The grading plans have been submitted and are under review. Proper treatment of storm water runoff is required. The project has proposed to construct five bio-retention planters for storm water treatment in the public right-of-way on E. 31st Street. An encroachment agreement is required to allow the property owner to construct and maintain the bio-retention planters.

KD 31ST, LLC is requesting that the City approve and the Mayor sign the agreement. If approved by the City Council, this easement will be recorded with the Office of the San Diego County Recorder, pending issuance of all required building permits.

**ENCROACHMENT PERMIT AND AGREEMENT
(Commercial)**

The City Of National City hereby grants an Encroachment Permit to the undersigned,
KD 31ST, LLC (hereinafter referred to as "OWNER"), in accordance with and pursuant to
 the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CITY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall

provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverage required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:

a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.

b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.

7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED:

CITY OF NATIONAL CITY

PERMITTEE:

Ron Morrison, Mayor

KD 31ST, LLC

Entity/Company

Signature

Joshua Santa, Managing Member

Name & Title

**ATTACH NOTARY CERTIFICATION FOR THE NAME OF PERMITTEE SHOWN ABOVE.
USE CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT NOTARY ONLY.**

PERMITTEE/APPLICANT INFORMATION:

JOSHUA SANTA
Person in Responsible Charge

888 954 7326
24/7 Phone Number

KD 31ST, LLC
Firm Name

Mailing Address:

10625 Scripps Ranch Blvd.
Suite F

San Diego, CA 92131

**PLAT SHOWING LOCATION OF STRUCTURES, EASEMENT, OR RIGHT-OF-WAY, AND
SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN DIEGO)
 On DECEMBER 4th, 2017, before me, Andrew John Doyle, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Joshua Santa
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ENCROACHMENT PERMIT Document Date: NA
 Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT 'A'

OWNER:

KD 31ST, LLC
10625 SCRIPPS RANCH BLVD., STE. F
SAN DIEGO, CA 92131
(888) 954-7326

SITE ADDRESS:

E. 31ST STREET
NATIONAL CITY, CA 91950

APN:

562-252-09
562-252-10
562-252-11
562-252-12

ENCROACHMENT LEGAL DESCRIPTION:

A 10.00 FEET WIDE STRIP OF LAND LYING WITHIN EAST 31ST STREET IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 3 ACCORDING TO PARCEL MAP NO. 14997 RECORDED OCTOBER 15, 1987 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, BEING A POINT IN THE SOUTHERLY RIGHT OF WAY OF "EAST 31ST STREET"; THENCE ALONG SAID RIGHT OF WAY NORTH 72°40'57" EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 72°40'57" EAST 100.00 FEET; THENCE LEAVING SAID RIGHT OF WAY AND PERPENDICULAR TO THE LAST DESCRIBED COURSE NORTH 17°19'03" WEST 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET NORTHWESTERLY OF SAID RIGHT OF WAY; THENCE ALONG SAID PARALLEL SOUTH 72°40'57" WEST 100.00 FEET; THENCE SOUTH 17°19'03" EAST 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1000.00 SQUARE FEET, MORE OR LESS.

EXHIBIT 'B'

LEGEND:

PROPERTY LINE/
PUBLIC ROW

OWNER/DEVELOPER:

KD 31ST, LLC
10625 SCRIPPS RANCH BLVD., STE. F
SAN DIEGO, CA 92131
(888) 954-7326

SITE ADDRESS:

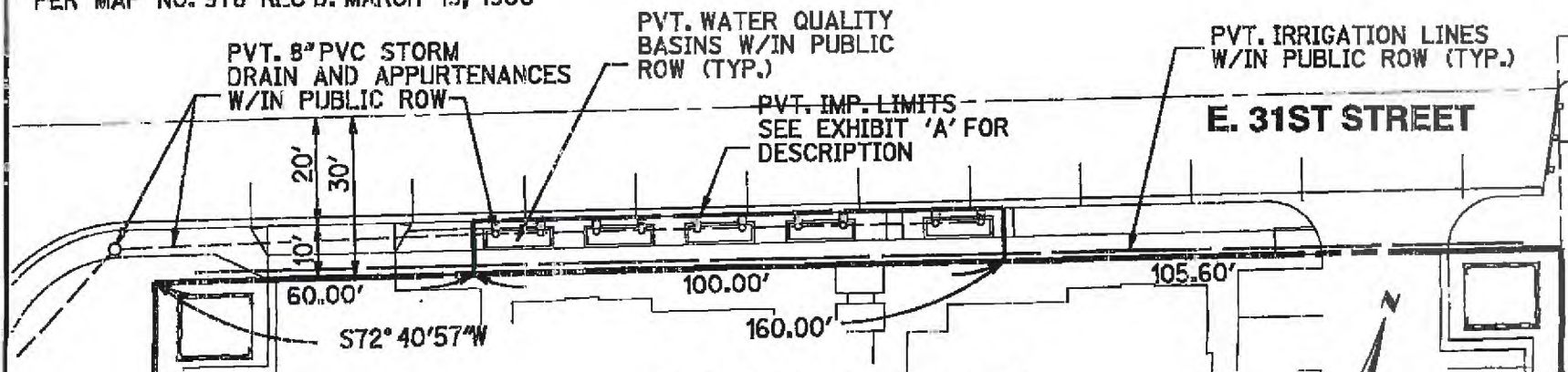
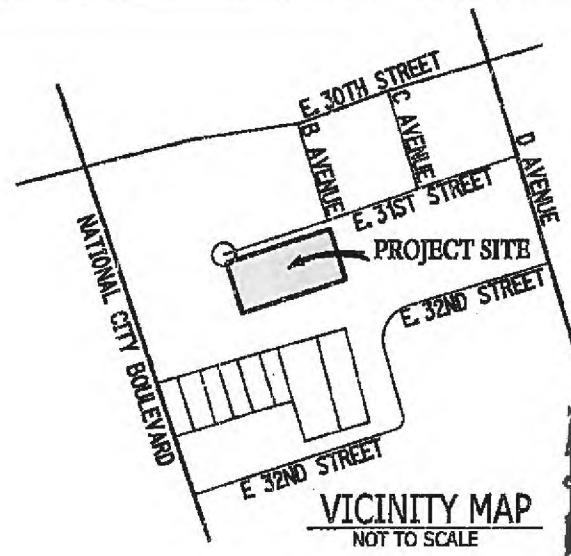
E. 31ST STREET
NATIONAL CITY, CA 91950

APN:

562-252-09 THRU
562-252-12

BRIEF LEGAL DESCRIPTION:

A PORTION OF LOTS 1 THROUGH 10 AND
11 THROUGH 20 OF COPELAND'S SUBDIVISION
PER MAP NO. 378 REC'D. MARCH 19, 1906

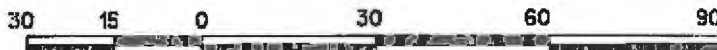


SEE DRAWING NUMBER 11503-D
FOR GRADING AND IMPROVEMENTS
IN THIS AREA

APN 562-252-09 THRU 12



5620 FRIARS ROAD
SAN DIEGO, CA 92110
619-291-0707
(FAX) 619-291-4165



GRAPHIC SCALE 1" = 30'

Client#: 1684028

303KIREBU

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	CONTACT NAME: Carla Lintner PHONE (A/C, No, Ext): 619 231-1010 FAX (A/C, No): 6192369134 E-MAIL ADDRESS:														
INSURED KirE Builders Inc., KD Sheryl Lane LLC, KD 12TH LLC, KD 31ST, LLC 10625 Scripps Ranch Blvd., Suite F San Diego, CA 92131	<table border="1"> <thead> <tr> <th data-bbox="803 493 1380 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 493 1495 514">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 514 1380 535">INSURER A: Kinsale Insurance Company</td> <td data-bbox="1380 514 1495 535">38920</td> </tr> <tr> <td data-bbox="803 535 1380 556">INSURER B: Everest National Insurance Co</td> <td data-bbox="1380 535 1495 556">10120</td> </tr> <tr> <td data-bbox="803 556 1380 577">INSURER C: Ohio Casualty Insurance Company</td> <td data-bbox="1380 556 1495 577">24074</td> </tr> <tr> <td data-bbox="803 577 1380 598">INSURER D:</td> <td data-bbox="1380 577 1495 598"></td> </tr> <tr> <td data-bbox="803 598 1380 619">INSURER E:</td> <td data-bbox="1380 598 1495 619"></td> </tr> <tr> <td data-bbox="803 619 1380 640">INSURER F:</td> <td data-bbox="1380 619 1495 640"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Kinsale Insurance Company	38920	INSURER B: Everest National Insurance Co	10120	INSURER C: Ohio Casualty Insurance Company	24074	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Ohio Casualty Insurance Company	24074														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			01000057526	03/15/2017	03/15/2018	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-PR <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Certificate is subject to policy limits, conditions and exclusions.

RE: KD31st LLC Mariners Landing Project Encroachment Permit

The City of National City, its elected officials, officers, agents and employees are Named as an Additional Insured (GI) per the captioned operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City of National City C/O Risk Manager 1243 National City Blvd. National City, CA 91950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2014/01) 1 of 1
#S19104056/M18917444

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FJG

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

Attached To and Forming Part of Policy
0100005752-6

Effective Date of Endorsement
10/10/2017 12:01AM at the Named Insured
address shown on the Declarations

Named Insured
KIR Builders Inc., KD Sheryl Lane LLC,
KD 12TH LLC, KD31st LLC

Additional Premium:
\$0

Return Premium:
\$0

Policy Change Number: 4

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Governmental Agency or Subdivision or Political Subdivision:

The City of National City, its elected officials, officers, agents and employees.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily Injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CA Surplus Lines Tax & Fee Breakdown

Premium:	\$
Company Fee:	\$
Inspection Fee:	\$ 0
3% State Tax:	\$
.200% Stamping Fee:	\$

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE
AN ENCROACHMENT PERMIT AGREEMENT WITH KD 31ST, LLC,
TO CONSTRUCT FIVE BIO-FILTRATION PLANTERS WITHIN
PUBLIC RIGHT-OF-WAY FOR THE FUTURE MARINER'S LANDING
APARTMENT BUILDING LOCATED ON EAST 31ST STREET
(APN 562-252-09 THRU 562-252-12)

WHEREAS, KD 31ST, LLC, has proposed a 61-unit multifamily apartment building to be constructed on Lots 1 through 10 and 11 through 20 of Copeland's Subdivision, according to Map No. 978, recorded in the Office of the County Recorder on March 19, 1906, Assessor Parcel Numbers 562-252-09 thru 562-252-12; and

WHEREAS, during the City's review of the grading plans, staff recommended drainage be directed through the North area of the property with proper water treatment; and

WHEREAS, KD 31ST, LLC has proposed to construct five bio-retention planters for water treatment in the public right-of-way on East 31st Street, which requires an encroachment agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City hereby approves and authorizes the Mayor to execute an Encroachment Permit Agreement with KD 31ST, LLC, to construct five bio-retention planters for water treatment in the public right-of-way on East 31st Street, and directs that KD 31ST, LLC, are responsible for recording the Encroachment Permit Agreement with the County of San Diego.

PASSED and ADOPTED this 16th day of January, 2018.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: Warrant Register #21 for the period of 11/15/17 through 11/21/17 in the amount of \$1,895,364.90.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #21 for the period of 11/15/17 through 11/21/17 in the amount of \$1,895,364.90.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 11/15/17 through 11/21/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	331732	84,378.32	Health Net Ins R1192A Nov 2017
Innovative Construction	331733	85,496.00	18 th St Pedestrian Improv. Project
Kaiser Foundation HP	331735	179,847.01	Kaiser Insurance Active Nov 2017
Project Professionals Corp	331749	107,334.45	Westside Mobility Imp. Project
Public Emp Ret System	11212017	229,291.48	Service Period 10/24/17 – 11/06/17

FINANCIAL STATEMENT:

APPROVED: Mark Ralston **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,895,364.90.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,895,364.90

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #21



WARRANT REGISTER #21
11/21/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AEP CALIFORNIA LLC	BUILD OUT FOR POLICE DODGE DURANGO	331714	11/21/17	2,545.84
AFLAC	AFLAC ACCT BDM36 NOV 2017	331715	11/21/17	760.26
AIR POLLUTION CONTROL DISTRICT	APCD FEES / ENG	331716	11/21/17	748.00
AT&T	AT&T SBC PHONE SERVICE FOR NOVEMBER 2017	331717	11/21/17	60.96
C A P F	FIRE LTD NOVEMBER 2017	331718	11/21/17	931.00
CALIFORNIA LAW ENFORCEMENT	PD LTD NOVEMBER 2017	331719	11/21/17	2,082.50
CASILLAS, MARIE	VIOLATION DISMISSED - NA020003784	331720	11/21/17	35.00
CITY OF SAN DIEGO	SEWER TRANSPORTATION CHARGES	331721	11/21/17	950.66
COUNTY OF SAN DIEGO	COUNTY OF SD SHARE OF PARKING CITATION	331722	11/21/17	10,175.00
COX COMMUNICATIONS	COX DATA SERVICES NOVEMBER 2017	331723	11/21/17	3,532.69
DELTA DENTAL	DENTAL INS PREMIER NOV 2017	331724	11/21/17	15,714.40
DELTA DENTAL INSURANCE CO	PMI DENTAL INS NOVEMBER 2017	331725	11/21/17	2,906.64
ENTERPRISE FLEET MANAGEMENT	OVERPAYMENT - CITATION NA030001896	331726	11/21/17	35.00
FINANCIAL CREDIT NETWORK	COLLECTION FEE PAYMT - AUG & SEP 2017	331727	11/21/17	288.00
FUN EXPRESS LLC	HOLIDAY CRAFTS FOR TOWER OF TERROR	331728	11/21/17	294.00
HEALTH NET	HEALTH FULL NETWORK 57135A NOV 2017	331729	11/21/17	5,760.99
HEALTH NET	HEALTH NET INS N7176F NOV 2017	331730	11/21/17	1,470.86
HEALTH NET	HEALTH NET INS N7177A NOV 2017	331731	11/21/17	1,141.24
HEALTH NET INC	HEALTH NET INS R1192A NOV 2017	331732	11/21/17	84,378.32
INNOVATIVE CONSTRUCTION	18TH ST. PEDESTRIAN IMPROV. PROJECT	331733	11/21/17	85,496.00
JASMUND, D	TRAINING MILEAGE REIMBURSEMENT	331734	11/21/17	66.87
KAISER FOUNDATION HEALTH PLANS	KAISER INSURANCE ACTIVE NOV 2017	331735	11/21/17	179,847.01
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREES INS - COBRA NOV 2017	331736	11/21/17	19,932.42
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREES INS NOV 2017	331737	11/21/17	7,296.40
KAISER FOUNDATION HEALTH PLANS	KAISER HD H S A INS NOV 2017	331738	11/21/17	5,029.04
KONICA MINOLTA	COPIER EQUIPMENT LEASE / NOV 2017	331739	11/21/17	1,531.73
LOPEZ, J	EDUCATION REIMBURSEMENT	331740	11/21/17	1,190.00
MAN K9 INC	K9 TRAINING JULY 2017	331741	11/21/17	4,160.00
MONTIJOS BACKHOE INC	FEE T&A # 99348 REFUND / BUILDING	331742	11/21/17	2,505.30
MULTIQUIP INC	TRASH PUMP-PW	331743	11/21/17	30,896.19
NAPOLEON, TAIMANE K M	LIABILITY CLAIM COST	331744	11/21/17	615.85
NATIONAL CITY CHAMBER	NCCC MEMBERSHIP BREAKFAST / RIOS	331745	11/21/17	15.00
NOWDOCS INTERNATIONAL INC	GREEN VOID BOTTOM CHECKS / FINANCE	331746	11/21/17	365.40
PAVEMENT COATINGS CO	18TH ST BICYCLE ENHANCEMENTS PROJECT	331747	11/21/17	14,044.80
PRO BUILD	MOP 45707 GENERAL SUPPLIES /PW	331748	11/21/17	2,520.80
PROJECT PROFESSIONALS CORP	WESTSIDE MOBILITY IMP. PROJECT	331749	11/21/17	107,334.45
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY/ PW	331750	11/21/17	640.76
RELIANCE STANDARD	VOLUNTARY LIFE INS NOV 2017	331751	11/21/17	3,084.64
ROUSTON, J	MILEAGE TRAINING REIMB CWEA / PW	331752	11/21/17	15.51
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	331753	11/21/17	1,908.40
SASI	MONTHLY TRUST ACCOUNTING DEBIT CHGS	331754	11/21/17	385.00
SERRATO & ASSOCIATES	TRAINING TUITION OPIATES AND FENTANYL/ PD	331755	11/21/17	65.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277/ SUPPLIES FOR FIRE DEPT	331756	11/21/17	43.56
SMART & FINAL	MOP 45756, FIRE CHARGES	331757	11/21/17	533.01
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 REG ENVELOPES AR - FIN	331758	11/21/17	181.50
SOCAL PPE	REPAIRS TO TURNOUTS FOR FY18.	331759	11/21/17	6,793.50
SOUTHERN CALIF TRUCK STOP	MOP 45758 SUPPLIES / PW	331760	11/21/17	63.31
SPARKLETTES	WATER SERVICES / OCTOBER 2017	331761	11/21/17	5.20
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE ENGINEERING	331762	11/21/17	219.03
SWANK MOTION PICTURES INC	MOVIE LICENSE AT THE PARK / CSD	331763	11/21/17	1,330.00



WARRANT REGISTER #21
11/21/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE ENGRAVING STORE	FLAG BOX ENGRAVING / PD	331764	11/21/17	129.30
THE HOME DEPOT CREDIT SERVICES	PAINT SUPPLIES /NSD	331765	11/21/17	143.77
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D STD LTD INS NOV 2017	331766	11/21/17	9,901.49
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / PW	331767	11/21/17	616.35
THE STAR NEWS PUBLISHING COMP	PUBLIC NOTICES FOR VEHICLE AUCTION 10/2017	331768	11/21/17	222.93
U S BANK	CREDIT CARD CHARGES / FIRE	331769	11/21/17	7,398.86
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 SUPPLIES / PW	331770	11/21/17	47.99
VERIZON WIRELESS	VERIZON CELLULAR SERVICE OCTOBER 2017	331771	11/21/17	760.72
WALMART	GIFT CARDS FOR SW CALENDAR WINNERS- ENG	331772	11/21/17	500.00
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES / PW	331773	11/21/17	44.66
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	331774	11/21/17	58.73
WILSON, R	EDUCATION REIMBURSEMENT	331775	11/21/17	79.95
WOODS, J	LICENSE REIMBURSEMENT	331776	11/21/17	73.00
A/P Total				631,904.79

WIRED PAYMENTS

EDD	UNEMPLOYMENT INS 7/01/17 - 9/30/17	35993	11/16/17	1,296.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 10/24/17 - 11/06/17	11212017	11/21/17	229,291.48

PAYROLL

Pay period	Start Date	End Date	Check Date	
24	11/7/2017	11/20/2017	11/29/2017	1,032,872.63

GRAND TOTAL

\$1,895,364.90

The following page(s) contain the backup material for Agenda Item: Warrant Register #22 for the period of 11/22/17 through 11/28/17 in the amount of \$317,125.23. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #22 for the period of 11/22/17 through 11/28/17 in the amount of \$317,125.23.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 11/22/17 through 11/28/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
			No Payments Over \$50,000 Processed for This Period

FINANCIAL STATEMENT:

APPROVED: Mark Ralvito **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$317,125.23.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$317,125.23

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #22



WARRANT REGISTER #22
11/28/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ABLE PATROL & GUARD	SECURITY GUARD SERVICE FOR FY2018 - LIBRARY	331777	11/28/17	3,313.35
ACCELERATED MODULAR	FIRE STA. 33 PROJECT	331778	11/28/17	5,087.31
AIRGAS WEST	MOP 45714 SAFETY GEAR /PW	331779	11/28/17	323.21
ALDEMCO	FOOD / NUTRITION CENTER	331780	11/28/17	5,406.65
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	331781	11/28/17	1,757.84
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT HOMELESS SEP./ NSD	331782	11/28/17	7,140.00
AMAZON	BOOKS / LIBRARY	331783	11/28/17	1,765.44
AMERICAN LIBRARY ASSOC	2017 RUSA ONLINE COURSE / LIBRARY	331784	11/28/17	832.00
ANDERSON, S	TRAINING REIMBURSEMENT HONOR GUARD / PD	331785	11/28/17	239.23
AT&T	AT&T SBC PHONE SERVICE SEPTEMBER 2017	331786	11/28/17	8,839.18
AT&T	AT&T SBC PHONE SERVICE OCTOBER 2017	331787	11/28/17	327.56
AZTEC APPLIANCE	CITY WIDE APPLIANCE PURCHASES	331788	11/28/17	1,126.01
BAKER & TAYLOR	BOOKS / LIBRARY	331789	11/28/17	2,833.78
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COST	331790	11/28/17	88.50
BLUE PACIFIC ENGINEERING	LINCOLN ACRES RAISED CROSSWALK PROJECT	331791	11/28/17	43,595.50
BOATMAN, M	TRAINING MILEAGE REIMBURSEMENT / LIBRARY	331792	11/28/17	12.20
BOOT WORLD	MOP 64096 SAFETY GEAR /PW	331793	11/28/17	125.00
BRODART CO	BOOKS / LIBRARY	331794	11/28/17	1,419.14
BSN SPORTS	SOCCER BALLS FOR YOUTH SOCCER TRAINING	331795	11/28/17	297.69
BSN SPORTS	SALES TAX FOR INVOICE 900620805 / CSD	331796	11/28/17	26.04
CALIFORNIA COMMERCIAL SECURITY	MOP 82059 GENERAL SUPPLY / PW	331797	11/28/17	266.81
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES / PW	331798	11/28/17	74.69
CDWG	TREND MICRO ENTERPRISE SECURITY SUITE / MIS	331799	11/28/17	12,728.98
CHRISTENSEN & SPATH LLP	LEGAL SERVICES - CAR MAX	331800	11/28/17	5,793.75
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	331801	11/28/17	6,030.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES / PW	331802	11/28/17	228.50
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	331803	11/28/17	218.37
COUNTY OF SAN DIEGO	RECORD DOCUMENTS WITH THE COUNTY OF SD	331804	11/28/17	32.00
COX COMMUNICATIONS	COX DATA SERVICES OCTOBER 2017	331805	11/28/17	3,619.25
CULLIGAN	WATER SOFTENER FOR DISHWASHER & STEAMER	331806	11/28/17	223.50
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2018	331807	11/28/17	1,939.84
DELL MARKETING L P	DELL PRECISION TOWER 5810	331808	11/28/17	9,759.29
EQUIFAX INFORMATION SVCS	BACKGROUND CHECKS FOR S8 USE	331809	11/28/17	51.56
FERGUSON ENTERPRISES INC	MOP 45723 PLUMBING SUPPLIES/PW	331810	11/28/17	462.87
GEOSYNTEC CONSULTANTS INC	EDUCATION VILLAGE RED. PROJECT	331811	11/28/17	1,812.80
GLOBAL POWER	GENERATOR MAINTENANCE	331812	11/28/17	6,188.53
GOVCONNECTION INC	FUJITSU FI-7600 IMAGE SCANNER / MIS	331813	11/28/17	4,639.51
GRAINGER	FOOSBALL TABLE FOR CASA DE SALUD / CSD	331814	11/28/17	696.00
HUB CONSTRUCTION	STAKECHASER FOR SEWER	331815	11/28/17	90.81
INNOVATIVE CONSTRUCTION	T&A#90272 540 R AVENUE	331816	11/28/17	576.00
KELLETT, D	TRAINING REIMBURSEMENT 24 HOUR PERISHABLE	331817	11/28/17	174.89
KEYSER MARSTON ASSOCIATES INC	CONTRACT WITH KEYSER MARSTON	331818	11/28/17	16,992.67
KLOS, F	TRAINING FIELD EVIDENCE TECH REIMB / KLOS	331819	11/28/17	374.33
KONICA MINOLTA	KONICA MINOLTA COPIER EQUIPMENT LEASE	331820	11/28/17	9,338.35
LASER SAVER INC	MOP #45725/PRINTER TONER/MIS	331821	11/28/17	27.13
LESAR DEVELOPMENT CONSULTANTS	CONSULTANT SERVICES - POLICY RESEARCH	331822	11/28/17	15,000.00
MABPA	MABPA LUNCHEON / NOVEMBER 2017 / MENDIVIL	331823	11/28/17	25.00
MAXILOM, L	REIMBURSEMENT FOR KABOOM PURCHASES / CSD	331824	11/28/17	121.93
METRO FIRE & SAFETY	CITY WIDE ONSITE GUISHER	331825	11/28/17	1,468.26
MIDWEST TAPE	AUDIO VISUAL M	331826	11/28/17	2,032.89



WARRANT REGISTER #22
11/28/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NAN MCKAY AND ASSOCIATES INC	MEMBER/SUBSCRIPTION SVC FOR HOUSING	331827	11/28/17	224.00
NATIONAL CITY TROPHY	MOP66556 OFFICE SUPPLIES /PW	331828	11/28/17	108.69
NBS	NBS GOVT - MILE OF CARS ANNUAL	331829	11/28/17	2,027.48
OLIVER PRODUCTS	PACKAGING MATERIALS /HOME DELIVERED MEALS	331830	11/28/17	226.20
O'REILLY AUTO PARTS	MOP75877 AUTOMOBILE SUPPLIES /PW	331831	11/28/17	36.44
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES FOR NUTRITION	331832	11/28/17	138.59
PALMA, A	NOTARY SUPPLIES AND FILING/HED	331833	11/28/17	121.88
PARTS AUTHORITY METRO LLC	MOP 75943 AUTOMOBILE SUPPLIES PW	331834	11/28/17	200.06
PAUU, R	TRAINING TUITION 24 HOUR PERISHABLE SKILL	331835	11/28/17	221.96
PENSKE FORD	MOP 49078 AUTO SUPPLIES PW	331836	11/28/17	151.85
PERRY FORD	MOP 45703 AUTOMOBILE SUPPLIES / PW	331837	11/28/17	185.92
PLURALSIGHT LLC	PLURALSIGHT PLUS SUBSCRIPTION / MIS	331838	11/28/17	1,796.40
PROJECT PROFESSIONALS CORP	FIRE STATION 33 SQUAD PROJECT	331839	11/28/17	14,995.78
ROADONE	MOP 75948 AUTO SUPPLIES PW	331840	11/28/17	130.00
SAN DIEGO COUNTY ASSESSOR	COUNTY BUILDING RECORDS/HED	331841	11/28/17	6.00
SAN DIEGO FRICTION PRODUCTS	MOP 80333 AUTO SUPPLIES / PW	331842	11/28/17	358.82
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	331843	11/28/17	2,057.68
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION CPT FIRST AID/ PD	331844	11/28/17	92.00
SAN DIEGO UNION TRIBUNE	PUBLIC NOTICE - UNION TRIBUNE	331845	11/28/17	1,919.60
SDG&E	STREETS DIVISION GAS & ELECTRIC UTILITIES	331846	11/28/17	8,061.41
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	331847	11/28/17	1,396.40
SEGAL, M	TRAINING REIMB 24 HOUR PERISHABLE/PD	331848	11/28/17	101.76
SHINN, S	REIMBURSEMENT FOR TINY TOTS / CSD	331849	11/28/17	40.53
SMART & FINAL	MOP45756 - SUPPLIES FOR LITERACY DEPT	331850	11/28/17	60.92
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 - BUSINESS CARDS	331851	11/28/17	84.83
SOUTH BAY COMMUNITY SERVICES	HOME CONTRACT TBRA II/ HED	331852	11/28/17	25,061.00
STAPLES BUSINESS ADVANTAGE	MOP#45704 OFFICE SUPPLIES - LIBRARY	331853	11/28/17	601.76
STARTECH COMPUTERS	MOP #61744/COMPUTER ACCESSORIES / MIS	331854	11/28/17	1,391.45
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER BILL FY 2018	331855	11/28/17	287.37
SWRCB	SWRCB REGISTRATION / ENG	331856	11/28/17	484.00
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	331857	11/28/17	5,279.23
THE HOME DEPOT CREDIT SERVICES	/ PWDEWALT 20-VOLT MAX LITHIUM ION CORDLESS	331858	11/28/17	537.67
THE SHERWIN WILLIAMS CO	MOP # 77816. PAINT SUPPLIES/ NSD	331859	11/28/17	117.09
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES / PW	331860	11/28/17	378.94
U S BANK	CREDIT CARD EXPENSES / CSD	331861	11/28/17	1,530.95
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 ELECTRIC SUPPLIES PW	331862	11/28/17	109.31
VERIZON WIRELESS	VERIZON CELLULAR SERVICE SEPTEMBER 2017	331863	11/28/17	760.66
VISTA PAINT	MO P 68834 PAINTING SUPPLIES PW	331864	11/28/17	690.87
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVICE & REPAIRS / PW	331865	11/28/17	21,256.40
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	331866	11/28/17	2,115.87
WESTFLEX INDUSTRIAL	MOP 63850 PLUMBING SUPPLIES / PW	331867	11/28/17	279.07
WILLY'S ELECTRONIC SUPPLY	CBTF 27U SERVER RACK	331868	11/28/17	1,067.37
FEDEX	FEDEX SHIPMENT / LIBRARY	331869	11/28/17	271.48
JOHNSON EQUIPMENT COMPANY	COMMAND VEHICLE SPECIFICATIONS	331870	11/28/17	32,325.40

A/P Total 314,835.23

WIRED PAYMENTS

DEEPNET SECURITY	DEEPNET SUPPORT RENEWAL	73098	11/22/17	2,290.00
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WARRANT REGISTER #22
11/28/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GRAND TOTAL				<u>\$ 317,125.23</u>

The following page(s) contain the backup material for Agenda Item: Warrant Register #23 for the period of 11/29/17 through 12/05/17 in the amount of \$4,226,710.79.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #23 for the period of 11/29/17 through 12/05/17 in the amount of \$4,226,710.79.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 11/29/17 through 12/05/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	331891	217,009.96	Plaza Blvd. Widening "N" Ave Pjct
Palm Engineering	331907	388,237.51	Westside Mobility Imp. Project
Project Professionals Corp	331910	152,294.23	Westside Mobility Imp. Project
City of San Diego	73134	1,230,416.00	Sewerage System 2 nd Qtr 10/01/17 – 12/31/2017

FINANCIAL STATEMENT:

APPROVED: Mark Ralvito **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$4,226,710.79.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$4,226,710.79

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register #23



WARRANT REGISTER #23
12/5/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HAYS, K	DIRECT DEPOSIT RETURNED / ACCOUNT CLOSED	331871	12/5/17	600.00
MCDANIEL, P	RETIREE HEALTH BENEFITS / DEC 2017	331872	12/5/17	580.00
WILLY BIETAK PRODUCTIONS INC	ICE RINK / CSD	331873	12/5/17	11,500.00
ACME SAFETY & SUPPLY CORP	SUPPLIES FOR EL TOYON SCHOOL ZONE- PW	331874	12/5/17	232.94
ARJIS	FY 18 CONTRIBUTION FOR GRAFFITI TRACKER	331875	12/5/17	1,292.22
ATKINS NORTH AMERICA INC	ALLEY DESIGN PROJECT	331876	12/5/17	566.03
CALIFORNIA AIR COMPRESSOR CO	AUTOMOBILE SUPPLIES PW	331877	12/5/17	120.67
CALIFORNIA ASSOCIATION OF CODE	MEMBERSHIP RENEWAL/HOUSING/IBARRA	331878	12/5/17	95.00
CALIFORNIA DIESEL COMPLIANCE	DPF SERVICE CLEAN ONLY	331879	12/5/17	295.00
CASTILLO, DANIEL	DJ FOR A KIMBALL HOLIDAY 2 DAY EVENT / CSD	331880	12/5/17	1,950.00
CERTIFIED AIR CONDITIONING	HVAC SERVICES CITYWIDE / PW	331881	12/5/17	7,425.94
CHELIUS, A	TRAINING REIMBURSEMENT FTO / PD	331882	12/5/17	81.78
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION PLANNING	331883	12/5/17	969.52
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL SUPPLIES / PW	331884	12/5/17	3,589.73
COUNTYWIDE MECHANICAL	HVAC PREVENTATIVE MAINTENANCE / ENG	331885	12/5/17	48,976.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	331886	12/5/17	6,287.30
DALEY & HEFT LLP	LIABILITY CLAIM COST	331887	12/5/17	3,799.76
DALEY & HEFT LLP	LIABILITY CLAIM COST	331888	12/5/17	1,067.50
DANIELS TIRE SERVICE	MO P76986 TIRES PW	331889	12/5/17	163.71
DATA TICKET INC	TICKET APPEALS JUNE 2017 / NSD	331890	12/5/17	1,753.40
DICK MILLER INC	PLAZA BLVD. WIDENING "N" AVE. PROJECT	331891	12/5/17	217,009.96
EXOS COMMUNITY SERVICES LLC	PROFESSIONAL SVCS/PROGRAM MANAGE / CSD	331892	12/5/17	37,343.94
EXOS COMMUNITY SERVICES LLC	PROFESSIONAL SVCS/PROGRAM MANAGE / CSD	331893	12/5/17	2,810.26
FAMILY HEALTH CENTERS	T&A#90232 FAMILY HEALTH CENTER	331894	12/5/17	37,658.48
GENERATIONS CONSTRUCTION LLC	T&A#90061 PARADISE VILLAGE M.	331895	12/5/17	1,307.21
HUERTA JR, R	TRAINING MILEAGE REIMBURSEMENT / ENG	331896	12/5/17	54.03
JASMUND, D	TRAINING MILEAGE REIMBURSEMENT / ENG	331897	12/5/17	10.16
KTUA	GRANGER HALL PROJECT	331898	12/5/17	7,550.00
KWN REAL ESTATE INC	T&A#90197 1638 L AVENUE	331899	12/5/17	100.00
LOPEZ, J	MILEAGE REIMBURSEMENT / ENG	331900	12/5/17	10.12
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	331901	12/5/17	855.09
MALLORY SAFETY & SUPPLY LLC	DRIVER GLOVE, LEATHER GLOVE / FIRE	331902	12/5/17	831.42
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES/ENGINEERING	331903	12/5/17	38.82
NV5 INC	SEWER RATE STUDY	331904	12/5/17	5,099.00
O'REILLY AUTO PARTS	MO P75877 AUTO SUPPLIES PW	331905	12/5/17	216.46
ORTIZ, MARIO	REFUND / CITATION OVERPAYMENT	331906	12/5/17	80.00
PALM ENGINEERING	WESTSIDE MOBILITY IMP. PROJECT	331907	12/5/17	388,237.51
PENSKE FORD	R&M CITY VEHICLES FOR FY 2018	331908	12/5/17	526.00
POWERSTRIDE BATTERY CO INC	BATTERIES FOR FIRE VEHICLE	331909	12/5/17	1,308.13
PROJECT PROFESSIONALS CORP	WESTSIDE MOBILITY IMP. PROJECTS	331910	12/5/17	152,294.23
PRUDENTIAL OVERALL SUPPLY	MOP# 45742. LAUNDRY SVC/NSD	331911	12/5/17	81.33
RANDALL LAMB ASSOCIATES INC	ECM COMMISSIONING PROJECT	331912	12/5/17	6,175.00
REGENA P HEINRICH	T&A#90253 1011 R AVENUE	331913	12/5/17	33.24
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICKUP / ENG	331914	12/5/17	4,802.84
ROJAS JIMENEZ, FABIO	AUDIO MANAGEMENT FOR A KIMBALL HOLIDAY	331915	12/5/17	685.00
S D COUNTY VECTOR CNTRL PROGRAM	MOSQUITO & VECTOR D. CONTROL	331916	12/5/17	730.74
SAN DIEGO BEACH RIDES	BOB SLEIGH RENTAL FOR A KIMBALL HOLIDAY	331917	12/5/17	850.00
SAN DIEGO COUNTY ASSESSOR	COUNTY RECORDS / NSD	331918	12/5/17	18.00
SCST INC	PED.& BIKE ENH	331919	12/5/17	12,091.50
SDG&E	FACILITIES DIVISION ELECTRIC UTILITIES	331920	12/5/17	47,368.53



WARRANT REGISTER #23
12/5/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SITEONE LANDSCAPE SUPPLY LLC	MOP69277 LANDSCAPE SUPPLIES PW	331921	12/5/17	495.95
SOUTH BAY WINDOW & GLASS CO	CITY WIDE AUTOMATIC DOOR REPAIRS	331922	12/5/17	1,906.39
SOUTHWEST SIGNAL SERVICE	TRAFFIC SIGNAL MAINTENANCE / PW	331923	12/5/17	13,142.59
STAPLES BUSINESS ADVANTAGE	MOP# 45704. OFFICE SUPPLIES/NSD	331924	12/5/17	217.37
STAPLES BUSINESS ADVANTAGE	MOP #450704 OFFICE SUPPLIES / RISK	331925	12/5/17	24.61
STC TRAFFIC INC	KIMBALL PARK PROJECT	331926	12/5/17	39,602.50
SUPERIOR READY MIX CONCRETE LP	SUPPLIES FOR CROSS GUTTER - PW	331927	12/5/17	931.30
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL FY 2018	331928	12/5/17	16,727.24
THE HOME DEPOT CREDIT SERVICES	TOOL SUPPLIES FOR PARKS DIVISION	331929	12/5/17	525.12
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES/ NSD	331930	12/5/17	37.18
TODD PIPE & SUPPLY LLC	CITY WIDE PLUMBING MATERIALS & PARTS / PW	331931	12/5/17	104.68
VALLEY INDUSTRIAL SPECIALTIES	M OP 46453 ELECTRIC SUPPLIES PW	331932	12/5/17	87.62
ACEDO, I	RETIREE HEALTH BENEFIT / DECEMBER	331933	12/5/17	160.00
ANDERSON, E	RETIREE HEALTH BENEFIT / DECEMBER	331934	12/5/17	110.00
BEARD, P	RETIREE HEALTH BENEFIT / DECEMBER	331937	12/5/17	70.00
BECK, L	RETIREE HEALTH BENEFIT / DECEMBER	331938	12/5/17	140.00
BISHOP, R	RETIREE HEALTH BENEFIT / DECEMBER	331939	12/5/17	110.00
BOEGLER, C	RETIREE HEALTH BENEFIT / DECEMBER	331940	12/5/17	260.00
BULL, P	RETIREE HEALTH BENEFIT / DECEMBER	331941	12/5/17	580.00
CARRILLO, R	RETIREE HEALTH BENEFIT / DECEMBER	331942	12/5/17	290.00
COLE, L	RETIREE HEALTH BENEFIT / DECEMBER	331943	12/5/17	165.00
COLLINSON, C	RETIREE HEALTH BENEFIT / DECEMBER	331944	12/5/17	420.00
CONDON, D	RETIREE HEALTH BENEFIT / DECEMBER	331945	12/5/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFIT / DECEMBER	331946	12/5/17	140.00
DANESHFAR, Z	RETIREE HEALTH BENEFIT / DECEMBER	331947	12/5/17	250.00
DESROCHERS, P	RETIREE HEALTH BENEFIT / DECEMBER	331948	12/5/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFIT / DECEMBER	331949	12/5/17	70.00
DIAZ, M	RETIREE HEALTH BENEFIT / DECEMBER	331950	12/5/17	680.00
DILLARD, S	RETIREE HEALTH BENEFIT / DECEMBER	331951	12/5/17	480.00
DREDGE, J	RETIREE HEALTH BENEFIT / DECEMBER	331952	12/5/17	250.00
EISER III, G	RETIREE HEALTH BENEFIT / DECEMBER	331953	12/5/17	250.00
FABINSKI, D	RETIREE HEALTH BENEFIT / DECEMBER	331954	12/5/17	220.00
FIFIELD, K	RETIREE HEALTH BENEFIT / DECEMBER	331955	12/5/17	540.00
GELSKEY, K	RETIREE HEALTH BENEFIT / DECEMBER	331956	12/5/17	115.00
GIBBS JR, R	RETIREE HEALTH BENEFIT / DECEMBER	331957	12/5/17	120.00
GISH, J	RETIREE HEALTH BENEFIT / DECEMBER	331958	12/5/17	290.00
GONZALES, M	RETIREE HEALTH BENEFIT / DECEMBER	331959	12/5/17	480.00
HANSON, E	RETIREE HEALTH BENEFIT / DECEMBER	331960	12/5/17	135.00
HARLAN, M	RETIREE HEALTH BENEFIT / DECEMBER	331961	12/5/17	500.00
HAUG, S	RETIREE HEALTH BENEFIT / DECEMBER	331962	12/5/17	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFIT / DECEMBER	331963	12/5/17	400.00
HODGES, B	RETIREE HEALTH BENEFIT / DECEMBER	331964	12/5/17	200.00
HONDO, E	RETIREE HEALTH BENEFIT / DECEMBER	331965	12/5/17	110.00
IBARRA, J	RETIREE HEALTH BENEFIT / DECEMBER	331966	12/5/17	780.00
JAMES, R	RETIREE HEALTH BENEFIT / DECEMBER	331967	12/5/17	140.00
JUNIEL, R	RETIREE HEALTH BENEFIT / DECEMBER	331968	12/5/17	50.00
KIMBLE, R	RETIREE HEALTH BENEFIT / DECEMBER	331969	12/5/17	300.00
LANDA, A	RETIREE HEALTH BENEFIT / DECEMBER	331970	12/5/17	155.00
LIMFUECO, M	RETIREE HEALTH BENEFIT / DECEMBER	331971	12/5/17	160.00
MATIENZO, M	RETIREE HEALTH BENEFIT / DECEMBER	331972	12/5/17	100.00



WARRANT REGISTER #23
12/5/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MC CABE, T	RETIREE HEALTH BENEFIT / DECEMBER	331973	12/5/17	280.00
MEDINA, R	RETIREE HEALTH BENEFIT / DECEMBER	331974	12/5/17	105.00
MINER, D	RETIREE HEALTH BENEFIT / DECEMBER	331975	12/5/17	580.00
MYERS, B	RETIREE HEALTH BENEFIT / DECEMBER	331976	12/5/17	140.00
OLIVARES, G	RETIREE HEALTH BENEFIT / DECEMBER	331978	12/5/17	280.00
PAUU JR, P	RETIREE HEALTH BENEFIT / DECEMBER	331979	12/5/17	340.00
PEASE JR, D	RETIREE HEALTH BENEFIT / DECEMBER	331980	12/5/17	140.00
PETERS, S	RETIREE HEALTH BENEFIT / DECEMBER	331981	12/5/17	290.00
POST, R	RETIREE HEALTH BENEFIT / DECEMBER	331982	12/5/17	280.00
RAY, S	RETIREE HEALTH BENEFIT / DECEMBER	331983	12/5/17	190.00
ROARK, L	RETIREE HEALTH BENEFIT / DECEMBER	331984	12/5/17	135.00
RUIZ, J	RETIREE HEALTH BENEFIT / DECEMBER	331985	12/5/17	310.00
SANCHEZ, L	RETIREE HEALTH BENEFIT / DECEMBER	331986	12/5/17	330.00
SERVATIUS, J	RETIREE HEALTH BENEFIT / DECEMBER	331987	12/5/17	340.00
SHORT, C	RETIREE HEALTH BENEFIT / DECEMBER	331988	12/5/17	300.00
SMITH, J	RETIREE HEALTH BENEFIT / DECEMBER	331989	12/5/17	320.00
STEWART, W	RETIREE HEALTH BENEFIT / DECEMBER	331990	12/5/17	200.00
STRASEN, W	RETIREE HEALTH BENEFIT / DECEMBER	331991	12/5/17	135.00
TIPTON, B	RETIREE HEALTH BENEFIT / DECEMBER	331992	12/5/17	250.00
VERRY, L	RETIREE HEALTH BENEFIT / DECEMBER	331993	12/5/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFIT / DECEMBER	331994	12/5/17	480.00
WHITE, J	RETIREE HEALTH BENEFIT / DECEMBER	331995	12/5/17	230.00
DIAMOND ENVIRONMENTAL SVCS	ONE 2-BASIN HAND WASH SINK / CSD	331996	12/5/17	737.99
ROYAL ENTERTAINERS	KIMBALL HOLIDAY EVENT / CSD	331997	12/5/17	500.00
SUPER BIRTHDAY INC	MINI EXPRESS TRAIN / CSD	331998	12/5/17	2,125.00

A/P Total 1,110,354.04

WIRED PAYMENTS

CITY OF SAN DIEGO	SEWERAGE SYSTEM 2ND QTR 10/01/17 - 12/31/17	73134	11/29/17	1,230,416.00
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SECTION 8 HAPS

Start Date	End Date	
11/29/2017	12/5/2017	887,641.26

PAYROLL

Pay period	Start Date	End Date	Check Date	
25	11/21/2017	12/4/2017	12/13/2017	998,299.49

GRAND TOTAL

\$4,226,710.79

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit Circus Vargas event sponsored by Circus Vargas from February 8, 2018 to February 19, 2018 at the Westfield Plaza Bonita Mall with no waiver of fees.
(Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO. _____

ITEM TITLE:

Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 8, 2018 to February 19, 2018 at the Westfield Plaza Bonita Mall with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: (619) 336-4255

DEPARTMENT: Neighborhood Services Department

APPROVED BY: _____

EXPLANATION:

This is a request from Circus Vargas to conduct the Circus Vargas event at Westfield Plaza Bonita Mall from February 8, 2018 to February 19, 2018. Set up for this event will commence at 8:00 a.m. February 6, 2018 on the west side parking lot of Plaza Bonita Mall. The show times will vary on dates from 12:30 p.m., 1 p.m., 4:00 p.m., 7:00 p.m., and 7:30 p.m. Each show lasts approximately 1 ½ hours.

This is a completely self-contained event in a traditional big top circus with concessions. There are no performing animals, no rides, no games, no outside vendors and no alcohol. Vehicles are used for transportation of operations. There will be eight internal Security Guards and sufficient parking is available at the mall. Food will be prepared on-site in a trailer. Clean-up will be performed after each show.

This event will end with its last show on Monday February 19th and will be dismantled by February 20, 2018. This event was approved by Council in 2016 & 2017 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP, plus \$400.00 for the Fire Permits.

Total fees: \$637.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☒ TUP ☐ Sporting Event ☐ Other (specify) _____

RECEIVED

NOV 04 2017

Neighborhood Services Department
City of National City

Event Name & Location

Event Title Circus Vargas

Event Location (list all sites being requested) Westfield Plaza Bonita 3030 Plaza Bonita Road

Event Times

Set-Up Starts
Date 2/6/18-2/7/18 Time 8am Day of Week Tue.-Wed.

Event Starts
Date 2/8/18 Time 7:30pm Day of Week Thursday

Event Ends
Date 2/19/18 Time 9:30pm Day of Week Monday

Breakdown Ends
Date 2/20/18 Time 2:00pm Day of Week Tuesday

Applicant Information

Applicant (Your name) Angelina M Quevedo Sponsoring Organization Tabares Ent. Inc

Event Coordinator (if different from applicant) _____

Mailing Address 992 Blue Lantern Drive

Day Phone 281-570-5758 After Hours Phone _____ Cell 281-570-5758 Fax _____

Public Information Phone 1877-got fun 1 E-mail www.Circusvargas.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Angelina Quevedo Date 11/2/17

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount(s):

Tickets start at \$15 and go to \$72

\$ 48,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 15,000 Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☐ Include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Circus Vargas is returning with an all new Circus Spectacular to National City

February 8th thru February 19. Come and see the all NEW Production of Circus Vargas

With amazing feats, incredible acrobats and thrilling stunts under the Big Top.

Estimated Attendance

Anticipated # of Participants: 500 per show Anticipated # of Spectators: 10,500 total

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Circus Vargas
travels with their own in house security. We are a family orientated show and we do not sell any
alcoholic beverages and have been bringing Circus Vargas to National City for many years.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: The Circus Vargas Big Top has full illumination on top of the tent that covers all of the parking areas surrounding the Tent.

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☒ No ☐

☐ First aid station to be staffed by professional company. ► Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Please see the attached Circus Vargas Packet for information.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► _____ (Dimensions)

Setting up canopies or tents?

1 # of canopies size 147ft rnd

1 # of tents size 53x33

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

Contractor Name Tabares Entertainment Inc

Contractor Contact Information	<u>992 Blue Lanatern Drive</u>	<u>Henderson, NV</u>	<u>281-570-5758</u>
	Address	City/State	Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☒ Other (explain) Bleachers

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☒ No ☐

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☐

☒ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☒ Bringing in generator(s) ☒ For sound and/or lighting ☒ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☒ No ☐

☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: Circus food in prepared
on site and we have a yearly food permit. No Outside Vendors

If you intend to cook food in the event area please specify the method:
☐ GAS ☒ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

☐ Vendors selling food # _____ ▶ Business License #(s) _____

☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

- ☒ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # _____ ▶ Business License #(s) _____
- ▶ Explain services In House Concessions
- ☐ Vendors passing out information only (no business license needed) # _____
- ▶ Explain type(s) of information _____
- ☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # 0 ☐ Rock climbing wall Height _____
- ☐ Inflatable bouncer slide # 0 ☐ Arts & crafts (i.e., craft making, face painting, etc.)
- ☒ Other Children are invited into the ring prior to the show to learn Circus Skills

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # _____
- Dimensions _____ Duration _____
- Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☒ No ☐

- ☒ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # 30 Dimensions 8.5 x 12

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # 4

☐ What will signs/banners say? No smoking, Circus Entrance, Circus Exit, Circus Vargas Banners

☒ How will signs/banners be anchored or mounted? To Fencing within our footprint attached by zip ties

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 6

▶ Total number of ADA accessible portable toilets: 2

☐ Contracting with portable toilet vendor. ▶ United Site Services

▶ Load-in Day & Time 2/6/18 ▶ Load-out Day & Time 2/20/18

☐ Portable toilets to be serviced. ▶ Time Daily

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event. ▶ # of set-up day(s) 2

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☐ N/A

Breaking down set-up the day after the event?

- ☒ Yes, breakdown will be the day after the event. ► # of breakdown day(s) ¹ _____
- ☐ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Circus Vargas</u>	
Event Address: <u>3030 Plaza Bonita Rd</u>	Expected # of Attendees: <u>500 per show</u>
Event Host/Coordinator: <u>Angelina Quevedo</u>	Phone Number: <u>281-570-5758</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>10</u>	X		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>4</u>	X		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	X		
Do all storm drains have screens to temporarily protect trash and debris from entering?	N	/	a
Are spill cleanup kits readily available at designated spots?	X		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Tabares Entertainment Inc DBA Circus Vargas

Person in Charge of Activity: Angelina M Quevedo General Manager

Address: 992 Blue Lantern Drive

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: Angelina Quevedo

Official Title: General Manager Date: 11/6/17

For Office Use Only

Certificate of Insurance Approved _____ Date _____



3030 Plaza Bonita Road
Suite 2075
National City, CA 91950
Telephone: 619.267.2850

November 3, 2017

City of National City
Building & Safety Department
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Tabares Entertainment (Circus Vargas) – Westfield Plaza Bonita

To whom it may concern:

I hereby authorize Angelina Quevedo, acting as representative of Tabares Entertainment, Inc., to operate a business known as Circus Vargas in parking lot #1 at Westfield Plaza Bonita during the dates of February 6, 2018 – February 20, 2018.

Angelina Quevedo has permission to install temporary power to poles in parking lot #1 to provide power during the temporary use time if adequate power is not already in place.

Angela Quevedo will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Sincerely,



Jessica O'Brien
General Manager



Circus Vargas 2018 National City Plaza Bonita

Dates: ShowTime's and Set up schedule

Location	Requested Dates
Westfield Plaza Bonita 3030 Plaza Bonita Rd, National City, CA 91950 T 619.267.2850	February 8 th to February 19 th , 2018 2 Set Up Days 11 Performing Days

Showtime finalize by Katya on 10-30-17

Day	Date	Schedule Notation	Showtimes
Tuesday	Feb 6 th	Will enter property at 1:00 a.m.	No Performance
Wednesday	Feb 7 th	Setup Day	No Performance
Thursday	Feb 8 th	Opening Night	7:30 p.m.
Friday	Feb 9 th		4:30 & 7:30 p.m.
Saturday	Feb 10 th		1:00-4:00 & 7:30 p.m.
Sunday	Feb 11 th		12:30-3:30 & 6:30 p.m.
Monday	Feb 12 th		7:00 p.m.
Tuesday	Feb 13 th		No Performance
Wednesday	Feb 14 th		7:00 p.m.
Thursday	Feb 15 th		7:00 p.m.
Friday	Feb 16 th		7:30 p.m.
Saturday	Feb 17 th		1:00-4:00 & 7:30 p.m.
Sunday	Feb 18 th		12:30-3:30 & 6:30 p.m.
Monday	Feb 19 th	President's Day Teardown of the circus will begin after the show.	3:00 & 6:30 p.m.
Tuesday	Feb 20 th	<ul style="list-style-type: none"> - Circus will vacate property before 8:00 a.m. - Cleanup crew will finish cleaning the lot around 12:00 noon - All rented equipment, e.g., restrooms, fencing and dumpster, will be picked up before 12:00 noon 	

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com



Circus Vargas 2018 National City Plaza Bonita

Contact info of managers on site during the event

- **Angela Quevedo: 281-570-5758 (General Manager)**
- **Alberto Marinelli: 818-602-1271 (Production Manager)**
- **Andrea Bachliyski: 206-799-1459 (Office Manager)**
- **Stoyan Bachliyski: 206-799-7937 (Operation Manager)**

Show info:

LENGTH OF SHOW: Approximately one and one-half hours

EXPEXTED ATTENDANCE: 300 – 500 per show

SEATING CAPACITY OF TENT: 1,250

NO GAME OF CHANCE

NO MECHANICAL RIDES

NO PERFORMING ANIMALS

NO PYRO OR OPEN FLAME ARE USED DURING THE SHOW

NO ALCOHOL IS SOLD OR SERVED

NO OUTSIDE CONTRACTED VENDORS

Circus Management provides in-house security guards. Managements carries radios and cell phone in case of 911 Emergency.

Circus Vargas is completely self-contained. The show has a two generator system with an emergency battery backup. If the main generator shuts down, the backup generator will be turn on but all emergency lighting will remain running with the battery backup system.

A source of water is usually provided to the Circus by the venue on which the Circus conducts business, If not the Circus will rent a Water meter from the city.

Circus Vargas rents porta-potties from a local sanitation companies.

Circus Vargas is a family show and attracts primarily families, in-house security is normally sufficient to provide appropriate crowd control. The security use radios to communicate with each other and can use cell phones to contact local law enforcement if the need exists.

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015
Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com



Circus Vargas 2018 National City Plaza Bonita Circus Vargas Cleanup & Recycling Plan

Circus Vargas does not hire or contact with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is currently trained on proper sanitary and clean-up procedures. There is a staff of 25 people and while some people are working throughout the day, all of them are present from one hour before the first show of the day until after the show is over and clean-up is completed.

Since the nature of a circus limits the areas in which the public travels, the major portion of the clean up will be in a limited area. Plus, there are a very limited amount of food items sold.

Staff continuously cleans up the entrance area throughout the time the show is open to the public so trash does not remain on the ground. Trash is cleaned up after each performance inside the tent. And, once each day, trash will be picked up in the parking area, which is expected to be minimal since most people consume items early in the show and are unlikely to bring trash back to their car.

A trash dumpster will be contracted for placement on the grounds. Several trash cans are available for public use in the circus entrance area. We will also have bins in which people can put recyclable items. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show.

Since soda's and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.

I hope that I have provided you with all the information needed to approve this plan. If you have any questions please call me at 281-570-5758 and I will be happy to assist you.



Circus Vargas 2018 National City Plaza Bonita Circus Vargas Security Plan

Since Circus Vargas is a family show and attracts primarily families, in-house security has been sufficient to provide appropriate crowd control. Since there is nothing to see other than the show itself, there are no people just loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show there is nothing else to see so they exit to their cars.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Circus Vargas. Alcohol will not be sold or served and there are no games of chance or mechanical rides. While a carnival attracts ages 12-22, a prime age for those who cause trouble, Circus Vargas primarily attracts children of elementary school ages or younger along with their parents and grandparents.

Circus Vargas has its own security team consisting of 8 uniformed (unarmed) security personnel (includes one head of security). The uniforms consist of matching Circus Vargas shirts and pants. This low key approach to security maintains the atmosphere of family fun. If requested, the security team can wear uniforms that identify them as security.

All security will be scheduled one hour before each performance and stay thirty minutes after the performance. Security personnel will be stationed both inside and outside the tent as well as next to the ticket booth.

Security Personnel will have access to walkie-talkies for communications between themselves in addition to cell phones that can be used to call additional personnel as well as local police or fire, if it becomes necessary.

In addition to the security officers, a closed circuit video security system monitors the inside of the ticket booth, where money is handled, as well as the midway area and the area in front of the ticket booth. This video system is attached to a recording device that can be used to have a record of events.

Further, the layout of the Circus Vargas tent has more exits than are required by California State Codes and the total number of feet on those exits also exceeds state requirements.



Circus Vargas 2018 National City Plaza Bonita
 Detail Lot Plan view in 2017 New location

Lot Plan Far View



Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015
 Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com

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**Circus Vargas 2018 National City Plaza Bonita
ADA**



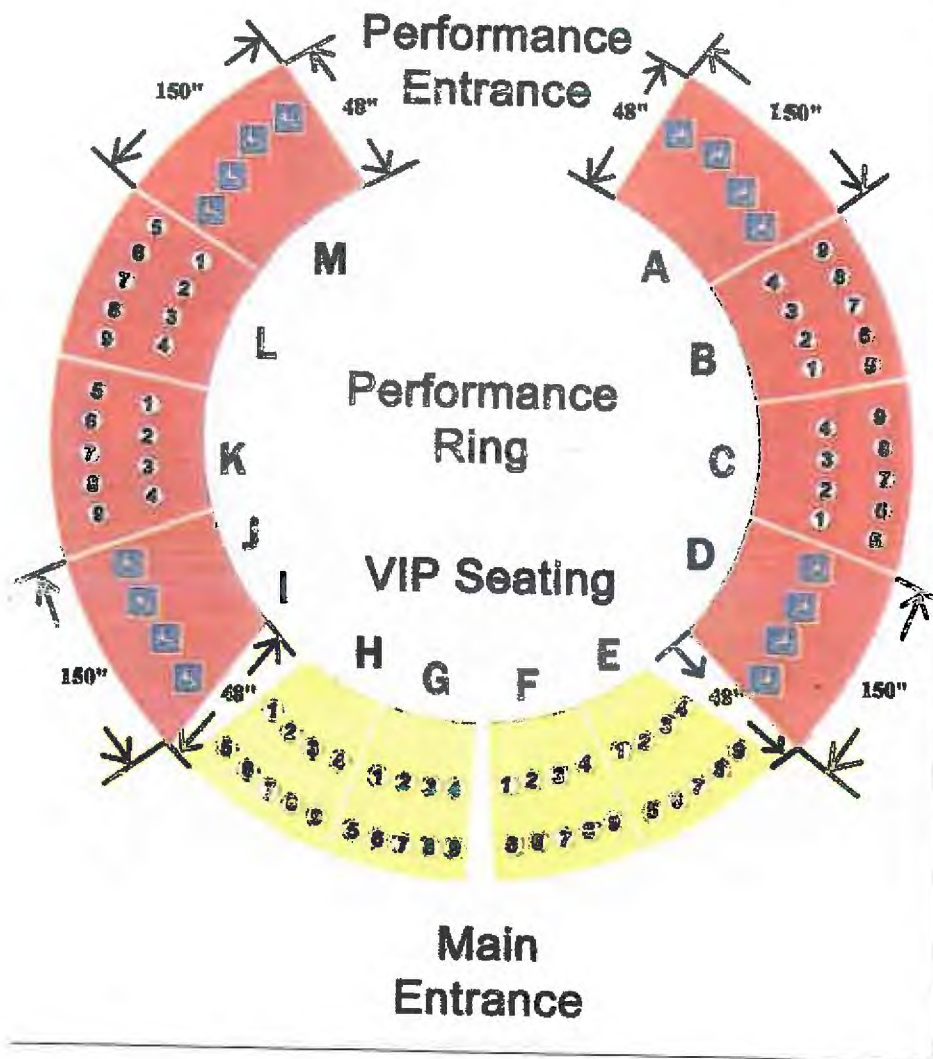
Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015
Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com



Circus Vargas 2018 National City Plaza Bonita

ADA Seating

Circus Vargas Ringside Box Seating



Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015
 Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com



Circus Vargas 2018 National City Plaza Bonita

Hearing Listning Devices



Circus Vargas is equipped with 4 Hearing Listing Devices. These devices are tramissiting through a wireless FM Receiver. Thease are availaible at the box office upon request.

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015
Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com



Circus Vargas 2018 National City Plaza Bonita

EO3 Specifications

Overall System Performance:

Frequency response: 100 Hz - 10KHz \pm 3 dB

Signal-to-noise ratio: 60 dB

Total Harmonic Distortion: < 0.5%

RF Carrier Frequencies: Eight factory preset channels between 72-76 MHz ,Channel AA: 72.1, BB: 72.3, CC: 72.5, DD: 72.7 ,EE: 72.9, FF: 75.5, GG: 75.7, HH: 75.9

Frequency stability: Better than .005%

Modulation: FM \pm 75 KHz

Operating range Up to 300 feet line-of-sight

EO3-T Transmitter

Line Input Connector: One 1/4" phone jack , Impedance: 100 K Ohms, unbalanced.

Mic Input : Connector: One 1/4" phone jack

Impedance: low impedance, unbalanced, with 9 VDC at 1 mA for condenser mic.

Power Output: 80,000 μ V @ 3 meters

Controls: Power On/Off, audio input gain adjust

Indicators: Power On LED, Audio Modulation "TX" LED

Antenna: Permanently mounted telescoping whip

Power requirement: 9 VDC regulated, @ 200 mA, AC-EO3 adapter provided

Dimensions: 1.25" H, 8.25" W, 4.25" D (3.175 x 20.9 x 10.8 cm)

Weight: 18.2 oz. (500 g.)

EO3-r Receiver

Controls: Combination volume/on-off wheel

Audio Output: 100 MW max into 16 Ohms

Connectors: 3.5 mm mini jack for earbuds output

Earphones: Binaural EB-3 earbuds with optional-use EMI soft rubber inserts

Antenna: Integral with earbud cord

Indicators: LED power on indicator

Sensitivity: 2 μ V for 12 dB Sinad with squelch defeated, Squelches at 10 μ V for min. 50 dB S-N ratio

Mute Threshold: 8-10 μ V

Power requirement: 9V carbon zinc or alkaline battery

Battery life: 17-20 hours with alkaline battery; 10-12 hours with carbon zinc battery

Dimensions: 3.35" H, 2.75" W, .75" D (8.5 x 6.5 x 2.25 cm)

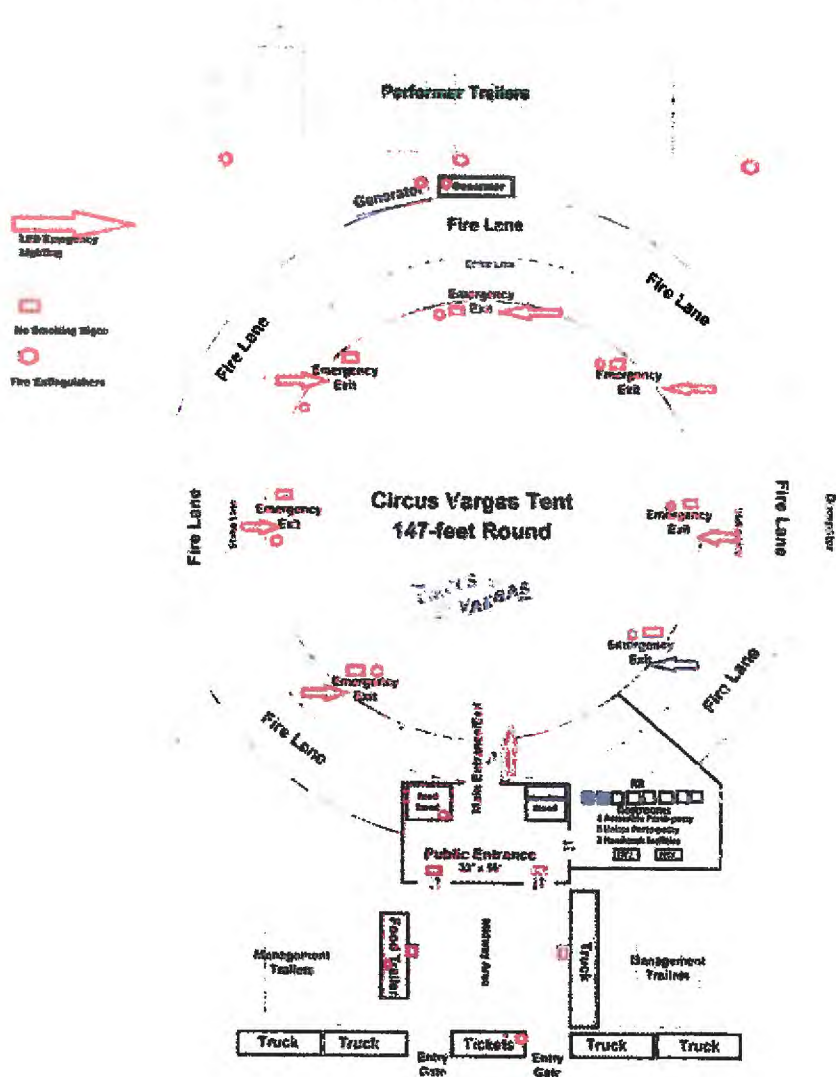
Weight:

2.65 oz. without battery (73 g)

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015
Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com



Circus Vargas 2018 National City Plaza Bonita Fire Information



CIRCUS VARGAS GENERIC LOT LAYOUT

Specific layout may be modified for the location where the show is set up. This sheet is provided to show the entire operation and approximate location of items to be set up.

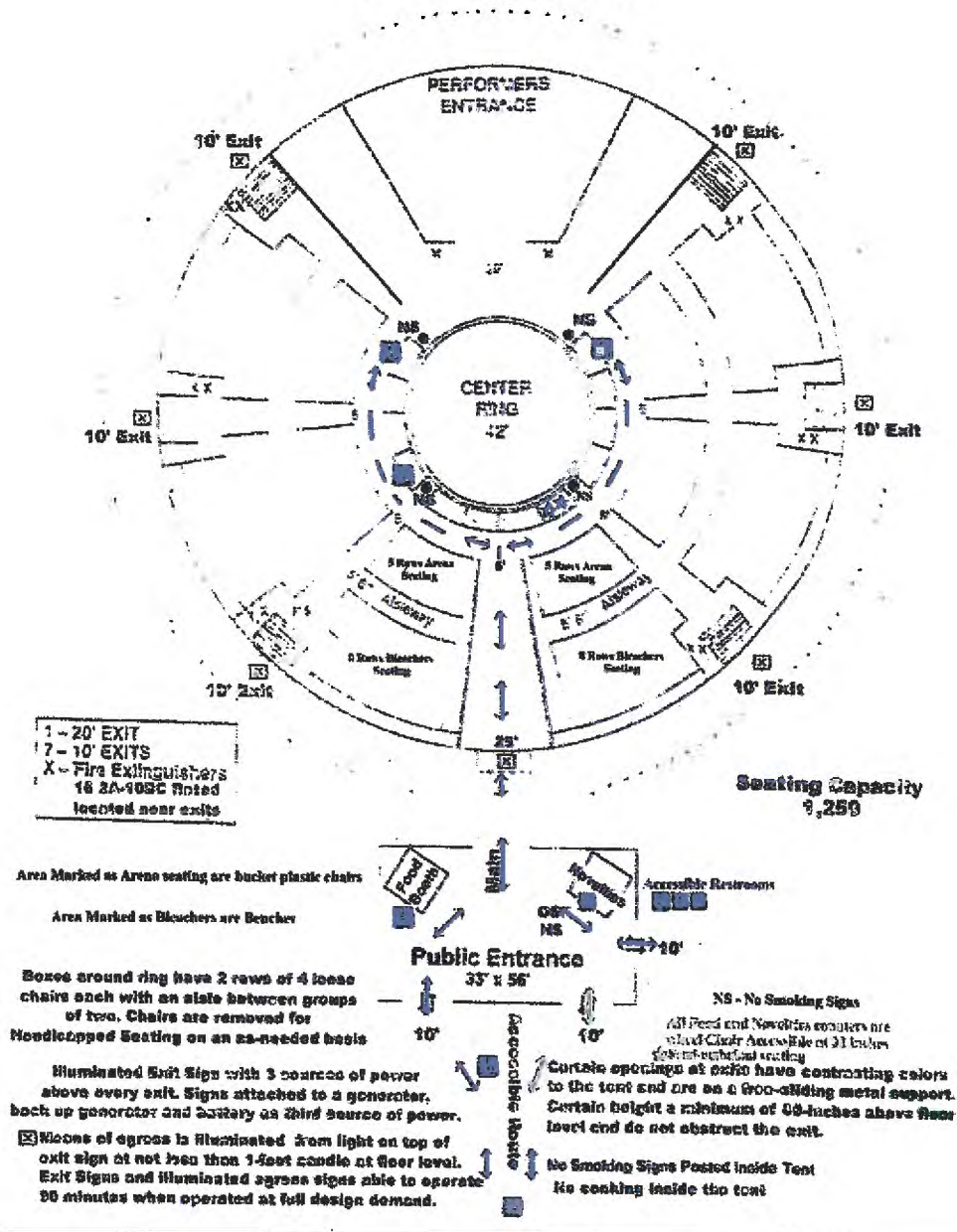
Water is obtained from a local Hydrant on all used water (J) is held in tanks until pumped by a local company

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015
Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com



Circus Vargas 2018 National City Plaza Bonita

ACCESSIBILITY SHEET



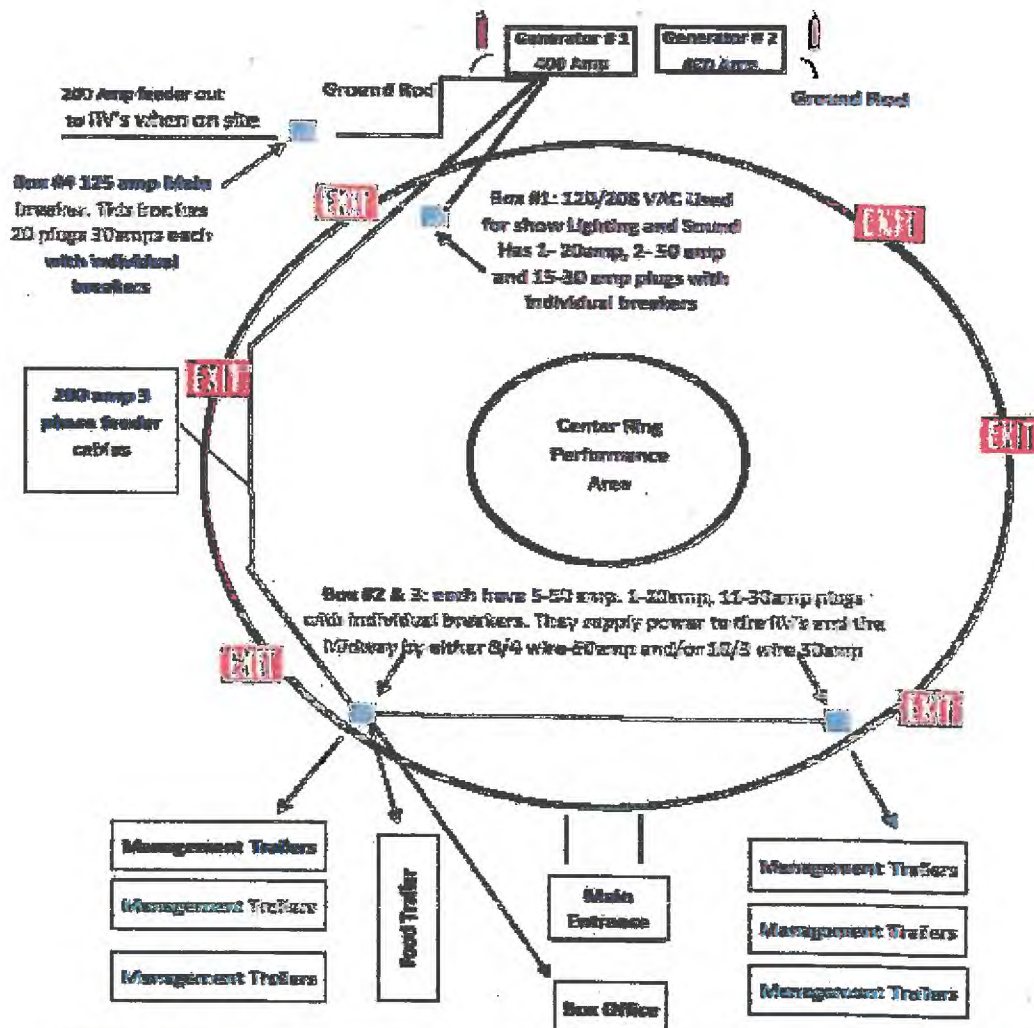
Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com



Circus Vargas 2018 National City Plaza Bonita

GENERATOR POWER ELECTRICAL PLAN



Power distribution may be modified per location. This is intended as a guide and approximate locations of the power distribution. The generators are independent of each other and are not run simultaneously and are manually switched over. Each generator is independently grounded by an 8ft ground rod in conjunction with a grounding loop between units. 3 phase feeder cable with cam lock ends are used to supply power from the generators to the distribution boxes. Generators are a minimum of 30ft from the tent. Please refer to the Electrical Diagram for Generator Specifics

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Circus Vargas 2018 National City Plaza Bonita



CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Exhibit

EXHIBIT/EXHIBIT 512-552/521-1001

Registration No.

1-44471

Product Marketed By

CELESTINE SA

1015 3012 LA TON DE 200

LA TON DE 200 200 200

The product for which this registration is issued is subject to the following conditions:
1. The product must be used in accordance with the instructions provided by the manufacturer.

2. The product must be used in accordance with the instructions provided by the manufacturer.
3. The product must be used in accordance with the instructions provided by the manufacturer.
4. The product must be used in accordance with the instructions provided by the manufacturer.

Exhibit 9/30/2018

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015
Phone: 281-570-5758 E-Mail: Aquevedo@circusvargas.com

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Tabares Ent. Inc.

EVENT: Circus Vargas

DATE OF EVENT: February 8, 2018 thru February 19, 2018

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS []

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comment from Building - Circus is a self-contained tent, with a primary and a backup generator. Fire will perform Public Fire Safety inspections.

Planning

No comments

Engineering

No comments

POLICE DEPARTMENT

The police department does not have any stipulations for this event. We will notify the on-duty patrol teams to provide extra patrol during their unobligated time.

CITY ATTORNEY

Approved on condition that Risk Manager approves.

COMMUNITY SERVICES

No involvement

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

RISK MANAGER (619) 336-4370

I have reviewed the above captioned request to for the issuance of a Temporary Use Permit. I would recommend that as a condition of the issuance of the permit that the following documents be provided:

- A valid copy of the Certificate of Liability Insurance.
- The applicant must provide a separate additional insured endorsement wherein it notes as the additional insured as “The City of National City, its officials, agents, employees and volunteers”.
- That the insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event
- That the insurance company issuing the insurance policy must have a A.M. Best’s Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4301

PUBLIC WORKS (619)366-4580

No involvement

FINANCE

Circus Vargas needs to renew their business license.

FIRE (619) 336-4550

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is four hundred (\$400.00) dollars. Fees can only be waived by City Council

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the Circus Vargas to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Exit signs shall be provided at all required exits. Exit signs shall be green in color (National City Municipal Code) and either self illuminating or electrical with a 90 minute back-up power.
- 4) Fire Hydrants shall not be blocked or obstructed.
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 7) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved California State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 8) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices
- 9) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 10) Fire extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguisher to have a current State Fire Marshal Tag attached.**
- 11) Emergency generators and standby power systems shall be installed, tested, and maintained in accordance with NFPA 110 and NFPA 101, *Standard for Emergency and Standby Power Systems*.
- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc. Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. Fee is to be paid to the Fire Department Administration offices under separate permit. **Fee is to be paid prior to event.**
- 13) No smoking signs to be posted.
- 14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 15) Fees can only be waived by City Council.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to execute a real property Purchase and Sale Agreement and Joint Escrow Instructions for the sale of property located at 130 East 8th Street in National City to Prote

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to execute a real property Purchase and Sale Agreement and Joint Escrow Instructions for the sale of property located at 130 East 8th Street in National City to Protea National City, LLC.

PREPARED BY: Greg Rose

DEPARTMENT: Housing and Econ. Dev.

PHONE: 619-336-4266

APPROVED BY: 

EXPLANATION:

The City owns certain real property ("Property") located at 130 East 8th Street in National City. The Property was designated as a site for future development by the Revised Long Range Property Management Plan approved by the State of California Department of Finance for properties previously owned by the Successor Agency to Community Development Commission of the City of National City as the National City Redevelopment Agency. IDNP Holdings, LLC ("Developer") responded to the Downtown National City Smart Growth Request for Proposals ("RFP") issued by the City on March 15, 2017. A copy of the Developer's proposal is attached to the Purchase and Sale Agreement as Exhibit B. The City selected the Developer's proposal through the RFP process and entered into an Exclusive Negotiating Agreement with the Developer on June 20, 2017. The Developer has agreed to purchase the Property for the appraised value of \$520,000 and construct the proposed project described in the Developer's proposal and has formed Protea National City, LLC as the entity that will purchase and hold title to the Property. The sale of the Property is subject to the execution of a Compensation Agreement between the affected taxing entities.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: MIS

Subject to the execution of a Compensation Agreement with the Affected Taxing Entities (ATEs), net proceeds from the sale of the property will be distributed among the ATEs as required by Health and Safety Code Section 34188. The City will receive 18% of net proceeds from the distribution.

ENVIRONMENTAL REVIEW:

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of an administrative activity that will not result in direct or indirect physical changes to the environment.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

1. Purchase and Sale Agreement including RFP Proposal and Project Description ("Exhibit B")
2. Resolution

PURCHASE AND SALE AGREEMENT
(East 8th Street and B Avenue)

THIS PURCHASE AND SALE AGREEMENT (East 8th Street and B Avenue) (this “Agreement”) dated as of the ____ day of January, 2018, by and between the City of National City (“Seller”), and Protea National City, LLC, a California limited liability company (“Purchaser”).

RECITALS

A. Seller owns the fee interest in that certain real property generally located at East 8th Street and B Avenue, with an address of 130 East 8th Street in the City of National City, County of San Diego, California, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. Seller and Purchaser desire: (i) for Seller to sell the Property to Purchaser at fair market value, and for Purchaser to purchase the Property from Seller; and (ii) for Purchaser to develop the Property by constructing the project substantially as described on Exhibit B attached hereto and made a part hereof (“Project”).

C. Seller agrees to sell the Property to Purchaser for an amount equal to its current fair market value of Five Hundred Twenty Thousand and No/100 Dollars (\$520,000.00) (the “Purchase Price”) (which is the fair market value of the Property as determined by that certain appraisal dated October 6th, 2017, performed by Brad C. Woodall, MAI). The Purchase Price shall be payable by Purchaser to Seller in cash at Closing.

D. Seller’s sale of the Property to Purchaser and Purchaser’s purchase of the Property and construction of the Project on the Property pursuant to the terms of this Agreement, are in the vital and best interest of the City of National City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the redevelopment of the Project has been undertaken.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Purchaser and Seller hereby agree as follows:

1. Effectiveness of Agreement and Purchase and Sale.

(a) Effectiveness of Agreement. This Agreement shall be effective and binding upon all parties hereto concurrently with the last to occur of the following (the “Effective Date”): (i) this Agreement has been duly executed by Purchaser and delivered by Purchaser to Seller; (ii) this Agreement has been formally approved by resolution of the Seller’s board; and (iii) this Agreement has been duly executed by Seller and delivered by Seller to Purchaser. Under no circumstances will this Agreement be effective before all of the preceding have occurred.

(b) Purchase and Sale of the Property. In consideration of the mutual covenants set forth in this Agreement, and on the terms and conditions set forth herein, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions set forth herein. Purchaser is purchasing the Property “As-Is” and without warranty. At Closing, Seller shall convey to Purchaser title to the Property by recordation of the Grant Deed. The Escrow Agent shall issue the Title Policy (as defined below) to the Purchaser at Closing.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” means this Purchase and Sale Agreement between the Seller and the Purchaser.

“Business Day” means any day other than a Saturday, Sunday or any other day on which Purchaser or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

“Close” or “Closing” means the close of Escrow as provided herein, which shall occur on the Closing Date.

“Closing Date” means the close of Escrow as provided herein, which shall be one (1) Business Day after the latest of: (i) the date all of the Conditions Precedent for the Benefit of the Seller have been satisfied; and (ii) the date all of the Conditions Precedent for the Benefit of the Purchaser have been satisfied. The Closing shall occur on or before September 1st, 2018. Purchaser, in its sole and absolute discretion, shall have the right to accelerate the Closing Date prior to the issuance of the building permit/s for the Project, provided the Conditions Precedent for the Benefit of the Seller have been satisfied, provided the Conditions Precedent for the Benefit of the Seller have been satisfied.

“Conditions Precedent for the Benefit of the Seller” shall have the meaning set forth in Section 5 of this Agreement.

“Conditions Precedent for the Benefit of the Purchaser” shall have the meaning set forth in Section 6 of this Agreement.

“Deposit” shall have the meaning set forth in Section 3(a) of this Agreement.

“Due Diligence Period” means the period of time commencing on the Effective Date and ending at 5:00 p.m. Pacific time on March 1st, 2018.

“Effective Date” is as defined in Section 1(a) of this Agreement, which may or may not be the date this Agreement was executed and delivered by the Seller or the Purchaser.

“Escrow” means the escrow depository and disbursement services to be performed by Escrow Agent pursuant to the provisions of this Agreement.

“Escrow Agent” means Carla Burchard at Stewart Title Company, 7676 Hazard Center Drive, Suite 1400, San Diego CA 92108.

“Grant Deed” means a duly executed and acknowledged grant deed conveying fee simple title to the Property from Seller to Purchaser.

“Hazardous Materials” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United State Government. Provided, however, the term “Hazardous Materials” shall not include substances typically used in the ordinary course of developing, operating and maintaining apartment complexes in California or small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar properties, provided that such substances are used in compliance with applicable laws.

“Immediately Available Funds” means a bank wire transfer or a certified bank or cashier’s check.

“Permitted Exceptions” means (i) the printed exceptions and exclusions in the Title Policy; (ii) the exceptions to title set forth in Schedule B to the Title Report (as defined in Section 4(c) below) which are approved by Purchaser in writing, or deemed approved by Purchaser, as provided in Section 4(c) below; (iii) real property taxes and assessments which are a lien but not yet payable; (iv) any title exceptions caused, consented to or preapproved by Purchaser; and (v) all applicable building, zoning and use restrictions and/or regulations of any municipality, township, county or state; (vii) defects that would be shown by an inspection or by a survey of the Real Property; and (viii) any reserved oil, water and/or mineral rights.

“Project” means the development project described on Exhibit B attached hereto, which the Purchaser intends to construct at the Property. Seller acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Purchaser shall have the right, in its sole and absolute discretion, and at its sole cost and expense, to utilize the California government code sections 65915-65918 and any cross referenced and chaptered bills for the purposes of adapting the project to market conditions.

“Property” means that certain real property generally located at East 8th Street and B Avenue, with an address of 130 East 8th Street in the City of National City, County of San Diego, California, which is legally described on Exhibit A attached hereto and made a part hereof.

“Purchase Price” shall have the meaning set forth in Section 3 of this Agreement.

“Purchaser” means Protea National City, LLC, a California limited liability company.

“Seller” means the City of National City.

“Title Policy” means a CLTA Owner’s Policy of Title Insurance in the amount of the Purchase Price, insuring that title to the fee interest in the Property is vested in the Purchaser subject only to the Permitted Exceptions, which Title Policy shall be obtained through the Escrow Agent. Seller shall pay the cost of the CLTA Owner’s Policy of Title Insurance. Purchaser shall pay the cost of any endorsements it desires. Purchaser may obtain an ALTA Owner’s Policy of Title Insurance in which event Purchaser shall pay the cost difference between the cost of the ALTA Owner’s Policy of Title Insurance and the cost of a CLTA Owner’s Policy of Title Insurance.

3. Purchase Price. The purchase price for the Property shall be Five Hundred Twenty Thousand and No/100 Dollars (\$520,000.00). Provided, however, if the Purchaser for whatever reason, does not to construct the alley closure and pocket park substantially as described on Exhibit B, hereto, then the Purchaser, in its reasonable discretion, shall allocate an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) and use these monies for the enhancement of the public realm between the bounds of the Property and behind the limits of the curb face of 8th Street, B Street, and 9th Street respectively (the “Enhancement”). The Enhancement may include, but not be limited to providing street furniture, parklets, public art, awnings or street lighting. The Municipal review process for approving how the Enhancement funds are apportioned shall be separate and independent from the review process for the Project and shall in no way delay the forward progression of the Project development within the bounds of the Property.

(a) Deposit. Purchaser shall make a deposit into Escrow of Immediately Available Funds in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the “Deposit”) within three (3) Business Days of the Effective Date. The Deposit shall be refundable until the expiration of the Due Diligence Period. If the Purchaser elects to terminate this Agreement prior to expiration of the Due Diligence Period, as set forth in Section 4, below, then upon receipt of written notice from the Seller and the Purchaser, the Escrow Agent shall return the Deposit to the Purchaser, plus any interest earned thereon. Provided, however, all fees and costs charged by the Escrow Agent shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Purchaser.

(b) LIQUIDATED DAMAGES. THE DEPOSIT SHALL BE REFUNDABLE TO THE PURCHASER AS MAY BE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. IF ESCROW FAILS TO CLOSE AS A RESULT OF PURCHASER’S DEFAULT HEREUNDER, THE SOLE REMEDY OF THE SELLER SHALL BE TO TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE THEREOF TO PURCHASER AND ESCROW AGENT, WHEREUPON THE SELLER SHALL RETAIN THE DEPOSIT(S) AND ALL INTEREST THEREON AS LIQUIDATED DAMAGES (AND, THE SELLER WAIVES ANY RIGHT TO SPECIFICALLY ENFORCE THIS AGREEMENT SET FORTH IN CALIFORNIA CIVIL CODE SECTION 1680 OR 3389); PROVIDED, HOWEVER THAT ANY AMOUNTS DEPOSITED BY THE PURCHASER INTO ESCROW WHICH EXCEED THE DEPOSIT, SHALL BE RETURNED BY THE ESCROW AGENT TO THE PURCHASER (EXCEPT TO THE EXTENT NECESSARY TO PAY THE PURCHASER’S SHARE OF ANY ESCROW FEES AND COSTS). THEREAFTER, NO PARTY HERETO SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION TO ANY OTHER PARTY HERETO EXCEPT FOR: (i) THE SELLER’S RIGHT TO RECEIVE AND RETAIN SUCH LIQUIDATED DAMAGES; (ii) THE

OBLIGATION OF THE PURCHASER TO PAY AMOUNTS INTO ESCROW TO PAY THE FEES AND COSTS OF ESCROW; (iii) THE INDEMNITIES SET FORTH IN THIS AGREEMENT; AND (iv) ATTORNEYS' FEES. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE SELLER'S ACTUAL DAMAGES IN THE EVENT OF PURCHASER'S DEFAULT HEREUNDER ARE UNCERTAIN IN AMOUNT AND DIFFICULT TO ASCERTAIN, AND THAT SUCH AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ., CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE HEREOF INCLUDING, WITHOUT LIMITATION, THE RELATIONSHIP OF SUCH AMOUNT TO THE RANGE OF POTENTIAL HARM TO THE SELLER THAT CAN REASONABLY BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES RESULTING FROM SUCH DEFAULT WOULD BE COSTLY AND INCONVENIENT. EACH PARTY HERETO SPECIFICALLY CONFIRMS THE ACCURACY OF THE FOREGOING AND THE FACT THAT SUCH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

THE PROVISIONS OF THIS SECTION 3(B) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(c) Purchaser's Remedies. If the Closing and the consummation of the transactions herein contemplated do not occur by reason of any default by Seller under this Agreement, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect and Purchaser was not aware of such breach of such representations and warranties prior to the end of the Due Diligence Period, then, Purchaser shall elect, as its sole remedy, to:

(i) waive said failure or breach and proceed to the Closing; or

(ii) terminate this Agreement by giving Seller written notice of such election prior to the Closing Date and recover from: (A) Escrow Agent and/or Seller, the entire Deposit and interest then held by Escrow Agent and/or Seller; and (B) Seller, Purchaser's Third-Party Expenses (as defined below), not to exceed \$5,000.00; or

(iii) enforce specific performance; provided, however, as conditions precedent to Purchaser's right to enforce specific performance against Seller (including the filing of a lis pendens or other claim or lien against the Property), all of the following must first have occurred: (A) a suit for specific performance must be filed by Purchaser in a proper court in the county in which the Property is located by the 15th day following the scheduled Closing Date; (B) Purchaser must have either deposited with Escrow Agent the Purchase Price, or provided Seller with clear documentary evidence that Purchaser has immediately available liquid funds in an amount sufficient to fund the Purchase Price; and (C) Purchaser must have fully performed all of its material obligations under this Agreement necessary to permit the Closing to occur in accordance with the terms of this Agreement and waived all closing conditions for Purchaser's benefit. Purchaser hereby waives any and all rights Purchaser may have to obtain specific performance and to file a lis pendens or any other claim or lien against the Property unless and

until the express conditions precedent set forth above in this clause (iii) have been satisfied.

For purposes hereof, “Purchaser’s Third Party Expenses” shall mean the actual out-of-pocket expenses incurred by Purchaser and paid to (1) Purchaser's attorneys in connection with the negotiation of this Agreement, (2) unrelated and unaffiliated third party consultants in connection with the performance of examinations, inspections and/or investigations pursuant to Section 4, and/or (3) potential lenders as non-refundable commitment fees and other amounts in connection with acquisition financing for the Property.

IN NO EVENT SHALL (X) SELLER HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE, AND/OR (Y) SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, MEMBERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF (COLLECTIVELY, THE “SELLER PARTIES”) HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

(d) Delivery of Remainder of Purchase Price into Escrow. Not less than one (1) Business Day prior to the Closing Date, the Purchaser shall cause Immediately Available Funds to be delivered to the Escrow Agent in an amount equal to the Purchase Price, minus the Deposit and any interest earned on the Deposit, and plus or minus any adjustments for prorations and expenses required under this Agreement.

(e) Disbursement to the Seller. Immediately after the Closing, the Escrow Agent shall disburse to the Seller the funds that the Seller is entitled to receive hereunder.

4. Due Diligence.

(a) Due Diligence Period. At any time during the Due Diligence Period, the Purchaser may determine in the Purchaser’s sole and absolute discretion, whether to proceed with the purchase of the Property. During the Due Diligence Period, the Purchaser may terminate this Agreement for any reason or for no reason at all by delivering written notice of such termination to the Seller and Escrow Agent on or before the last day of the Due Diligence Period. After expiration of the Due Diligence Period, the Purchaser’s right to terminate this Agreement for any reason, or for no reason at all, shall expire and the Deposit shall become nonrefundable. If this Agreement is terminated during the Due Diligence Period, then: (i) all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate, except for rights and liabilities that specifically survive such termination; (ii) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less any fees and costs charged by the Escrow Agent for which Purchaser is liable under this Agreement; and (iii) Escrow Agent shall return to the Seller all funds or other things

deposited in Escrow by the Seller. On or prior to the Effective Date, Seller shall deliver to Purchaser (or made available to Purchaser electronically via website drop box or other account) and copies of those documents listed on Exhibit C attached hereto (“Property Information”). All of such Property Information delivered to, made available to, copied and/or reviewed by Purchaser pursuant to this Section 4(a) shall sometimes be referred to herein as the “Property Documents”.

(b) Access to the Property. During the Due Diligence Period and during normal business hours, upon not less than twenty-four (24) hours advance notice to the Seller, Purchaser and its representatives, consultants and attorneys shall have access to the Property solely for the purpose of conducting visual, non-invasive inspections of the Property. Purchaser shall cause each of its contractors entering the Property to maintain not less than One Million Dollars (\$1,000,000.00) commercial liability insurance coverage covering such entry, shall provide evidence of such insurance to Seller upon request, and defend and shall indemnify the Seller and the Seller’s agents and employees and the Property from and against, and shall hold the Seller, the Seller’s agents and employees and the Property harmless from, any actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics’ and materialmen’s liens and attorney fees, proximately caused by the actions of Purchaser and/or its contractors or agents upon the Property. The Purchaser shall repair any damage caused to the Property by the Purchaser or its agents, employees or contractors. The Purchaser shall not permit any mechanic’s, materialman’s, contractor’s, subcontractor’s or other lien arising from any work done by the Purchaser or its agents pursuant to this Agreement to stand against the Property. If any such lien shall be filed against the Property, the Purchaser shall cause the same to be discharged or bonded by payment, deposit, bond or otherwise, within ten (10) days after actual notice of such filing. The Purchaser’s obligations under this Section 4(b) shall survive the termination or expiration of this Agreement. Notwithstanding anything to the contrary contained in this Section 4(b), if Purchaser desires to do any invasive testing at the Property, the Purchaser may do so only after obtaining Seller’s prior written consent to the same, which consent may be withheld or granted on conditions in Seller’s sole and absolute discretion. . The Purchaser shall promptly restore the Property to the condition the Property was in immediately prior to any such tests, at the Purchaser’s sole cost and expense. Prior to any invasive testing, the Purchaser shall provide the Seller with a complete set of plans, drawings and specifications (“Invasive Testing Plans”) that define to the sole satisfaction of the Seller the invasive testing to be performed on the Property and the names of all environmental and other consultants, contractors and subcontractors who will be performing such invasive testing (collectively “Purchaser’s Consultants”). The Purchaser shall deliver the names of the Purchaser’s Consultants and the Invasive Testing Plans to the Seller concurrently with its request to the Seller that the Purchaser desires to perform invasive testing.

(c) Title. Purchaser’s obligation to purchase the Property is contingent upon Purchaser’s approval of all matters affecting title to or use of the Real Property (collectively, “Title Matters”). The intent of this Section 4(c) is to allow the parties to have certainty regarding the condition of title and the Title Matters which are acceptable to the Purchaser. The procedure set forth in this Section 4(c) shall not affect or otherwise limit the Purchaser’s right to terminate this Agreement for any reason or no reason at all as set forth in Section 4, above. Seller shall use commercially reasonable efforts to cause the Title Company to deliver to Purchaser within three

(3) Business Days of the Effective Date, a current preliminary title report for the Real Property and, to the extent possible, legible copies of all documents referred to therein (“Title Report”). Purchaser shall have ten (10) Business Days thereafter, to approve or object to any items disclosed by the Title Report. If Purchaser does not give written notice to Seller of Purchaser’s approval or disapproval of any items disclosed by the Title Report within said time period, then Purchaser shall be deemed to have approved the items disclosed by the Title Report. If Purchaser gives written notice to Seller of Purchaser’s disapproval of any items disclosed by the Title Report within said time period and Seller does not give written notice to Purchaser within five (5) Business Days thereafter of either: (i) Seller’s elimination of or agreement to eliminate those disapproved matters prior to the close of Escrow; or (ii) Seller’s agreement to provide at Seller’s sole expense such title insurance endorsements relating thereto as are acceptable to Purchaser in Purchaser’s sole discretion prior to the close of Escrow (each, a “Cure Notice”), then this Agreement shall terminate immediately, unless Purchaser affirmatively agrees in writing within five (5) Business Days thereafter that this Agreement will remain in full force and effect and that the previously disapproved items disclosed by the Title Report are approved by Purchaser. If the Title Company issues a supplemental title report prior to the close of Escrow showing additional exceptions to title (“Title Supplement”), Purchaser shall have five (5) Business Days from the date of receipt of the Title Supplement and a copy of each document referred to in the Title Supplement in which to give Seller written notice of disapproval as to any additional exceptions; provided, however, Purchaser may not disapprove any exceptions that were contained in the original Title Report or are otherwise Permitted Exceptions. Purchaser’s failure to deliver any such written notice of disapproval of the Title Supplement within such five (5) Business Day period shall be deemed to mean that Purchaser has approved all such additional exceptions. If Purchaser disapproves any additional exception shown in the Title Supplement, then Purchaser and Seller will have the same rights and obligations set forth above in this Section regarding Purchaser’s original review and approval of the Title Report. Notwithstanding the foregoing, Seller shall cause all Title Matters which are mechanics’ liens or deeds of trust to be eliminated as exceptions to title on the Title Policy at Seller’s sole expense prior to the close of Escrow, and shall not record any documents against the Property from and after the Effective Date without Purchaser’s prior written consent.

5. Conditions Precedent for the Benefit of the Seller. The Seller’s obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Seller of all of the conditions precedent (“Conditions Precedent for the Benefit of the Seller”) set forth in this Section 5. Any of the Conditions Precedent for the Benefit of the Seller may be waived by the Seller unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived by Seller by either: (i) email from the Seller to the Purchaser and Escrow Agent; or (ii) in a writing signed by the Seller and delivered to the Purchaser and Escrow Agent. If the Conditions Precedent for the Benefit of the Seller set forth in this Section 5 are not satisfied by the deadlines or expressly waived, the Seller (provided the Seller is not in default hereunder) may provide emailed or written notice of the Seller’s conditional termination of this Agreement to the Purchaser and Escrow Agent. After receipt of such notice of conditional termination, the Purchaser shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement Instructions shall terminate

at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 5, then: (w) as set forth in the liquidated damages provision of Section 3(b), above, all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate except those which specifically survive such termination; (x) Escrow Agent shall deliver the Deposit and all interest thereon to the Seller and shall return to the Seller all funds or other things deposited in Escrow by the Seller; (y) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less the Deposit and all interest thereon, and less all fees and costs charged by the Escrow Agent. Notwithstanding the preceding clause (w) of this Section 5, in the event of termination of this Agreement pursuant to this Section 5, the Seller and the Purchaser shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 5. The Conditions Precedent for the Benefit of the Seller are:

- (a) Purchaser making the Deposit into Escrow, as set forth in Section 3(a), above.
- (b) The delivery by the Purchaser into Escrow, at least one (1) Business Day prior to Closing of Immediately Available Funds equal to the Purchase Price (less the Deposit and plus or minus expenses and prorations) as required by Section 3(c) above.
- (c) The delivery by the Purchaser into Escrow at least one (1) Business Day prior to Closing of all other documents and instruments required by this Agreement or reasonably required by Escrow to complete the Closing.
- (d) Purchaser not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Purchaser, and all of the Purchaser's representations and warranties under this Agreement being true and correct as of the Closing Date.
- (e) As of the Closing Date, the Purchaser has not made an assignment for the benefit of creditors, filed a bankruptcy petition, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of, or trustee for, the Purchaser, or commenced any proceeding relating to the Purchaser under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect.
- (f) Seller, using its best commercially reasonable efforts, having entered into a "compensation agreement" binding upon all taxing authorities having an interest in the Property, which is acceptable to the Seller in its sole discretion, by not later than February 15, 2018.

Seller acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Purchaser shall have the right, in its sole and absolute discretion, and at its sole cost and expense, to utilize California government code sections 65915-65918 and any cross referenced and chaptered bills for the purposes of adapting the project to market conditions.

6. Conditions Precedent for the Benefit of the Purchaser. The Purchaser's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Purchaser of all of the conditions precedent ("Conditions Precedent for the Benefit of the Purchaser") set forth in this Section 6. Any of the Conditions Precedent for the Benefit of the Purchaser may be waived by the Purchaser unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived by email from the Purchaser to the Seller and Escrow Agent or in writing signed by the Purchaser and delivered to the Seller and Escrow Agent. If the Conditions Precedent for the Benefit of the Purchaser are not satisfied by the deadlines set forth in this Section 6 or expressly waived, the Purchaser (provided the Purchaser is not in default hereunder) may provide emailed or written notice of the Purchaser's conditional termination of this Agreement to the Seller and Escrow Agent. After receipt of such notice of conditional termination, the Seller shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement shall terminate at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 6, then: (w) the same shall be a default by the Seller; (x) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller; (y) Escrow Agent shall upon receipt of unilateral notice from the Purchaser, return to the Purchaser all funds or other things deposited in Escrow by the Purchaser; and (z) all fees and costs charged by the Escrow Agent shall be paid by the Seller. Purchaser is not waiving any default by the Seller and nothing contained in this Section 6, including, without limitation, the immediately foregoing sentence shall be a waiver of any right of Purchaser to recover damages from the Seller for any default by Seller hereunder. Notwithstanding the foregoing clause (w) of this Section 6, in the event of termination of this Agreement pursuant to this Section 6, the Purchaser and the Seller shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 6. The Conditions Precedent for the Benefit of Purchase are:

(a) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of the Grant Deed, duly executed and acknowledged, conveying fee simple title to the Property to the Purchaser.

(b) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of the Assignment, duly executed, conveying title to the Personal Property to the Purchaser.

(c) The deposit by Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed affidavit in the form prescribed by federal regulations that Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7761(a)(30) of the Internal Revenue Code of 1986, as amended.

(d) The deposit by Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed California Form 593(c) or other evidence that withholding of any portion of

the Purchase Price is not required by the Revenue and Taxation Code of California with respect to Seller.

(e) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of all additional documents and instruments as are reasonably required by the Escrow Agent to complete the Closing.

(f) The Escrow Agent is prepared and obligated to issue the Title Policy in Purchaser's favor, upon the recordation of the Grant Deed and there are no exceptions to the Title Policy, except for the Permitted Exceptions.

(g) Seller not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Seller, and all of Seller's representations and warranties under this Agreement being true and correct as of the Closing Date.

(h) Seller acknowledges that as at date of this Agreement, the Project has passed the Seller's third-party conformance review, attached here as Exhibit C, and Seller anticipates that the Project as currently described on Exhibit B will not be subject to discretionary review, provided, however, a final determination cannot be made until the project plans are submitted to the Seller's building department. Nothing contained herein shall be construed to be a waiver by the Seller of its right to review the Project's building plans for the purposes of conformance with California Building Code requirements.

7. Representations, Warranties and Covenants; Waivers and Releases. When making the representations and warranties set forth in this Section 7, each party making a representation and/or warranty represents that the same are true, correct and complete as of the date hereof and shall be and are true, correct and complete as of the Closing Date. The representations and warranties shall survive the Closing for a period of three (3) months.

(a) Representations and Warranties Regarding Authority. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents or instruments executed by them which are to be delivered at or prior to the Closing are, or on the Closing Date will be, duly authorized, executed and delivered by the Seller or the Purchaser, as applicable.

(b) Representations and Warranties Regarding Enforceability of Agreement. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents required hereby to be executed by them shall be valid, legally binding obligations of, and enforceable against, the Seller or the Purchaser, as applicable, in accordance with their terms.

(c) Representations and Warranties Pertaining to Legal Matters. The Seller hereby represents and warrants to the Purchaser that:

(1) The Seller is the sole owner of the fee title interest to the Real Property.

(2) To the current actual knowledge of Seller, there is no pending or threatened proceeding in eminent domain or otherwise involving the Property, which would materially adversely affect the Property, or any portions thereof.

(d) Seller Representations and Warranties Pertaining to Options. As of the Effective Date, Seller hereby represents and warrants to the Purchaser that no person has any option or right of first refusal to purchase Seller's interest in the Property or any parts thereof.

(e) Knowledge of Seller. For purposes of this Section 5, Seller's "knowledge" shall mean only the actual personal knowledge of Brad Raulston and City of National City Property Agent Greg Rose as of the Effective Date, and Seller's "written notice" shall only mean notices sent to the attention of Brad Raulston and City of National City Property Agent Greg Rose. The foregoing does not imply and shall not be deemed to require Seller's independent investigation. Without limiting the generality of the foregoing, Purchaser shall be solely responsible for determining the condition of the Property and all aspects regarding the fees, charges and assessments relating to the Property.

(f) Seller Representations and Warranties Regarding Discovery of New Information. The Seller hereby represents and warrants to the Purchaser that if the Seller discovers any information or facts prior to Closing that would materially change any of the foregoing representations and warranties or cause any of the foregoing representations and warranties to be untrue or misleading in any respect, the Seller will promptly give the Purchaser notice of those facts and information.

(g) AS IS CONDITION. PURCHASER HEREBY ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT AS A MATERIAL INDUCEMENT TO SELLER TO EXECUTE AND ACCEPT THIS AGREEMENT AND IN CONSIDERATION OF THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) THE EXISTENCE OF HAZARDOUS MATERIALS OR MOLD UPON THE PROPERTY OR ANY PORTION THEREOF; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (3) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (4) DRAINAGE; (5) SOIL CONDITIONS,

INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (6) USES OF ADJOINING PROPERTIES; (7) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT THE IMPROVEMENTS COMPLY WITH THE REQUIREMENTS OF TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12181-12183, 12186(B) – 12189 AND RELATED REGULATIONS; (8) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (9) THE SQUARE FOOTAGE OF THE PROPERTY OR THE IMPROVEMENTS THEREON; (10) IMPROVEMENTS AND INFRASTRUCTURE, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE ROOF, FOUNDATION, FIXTURES, AND PERSONAL PROPERTY, IF ANY; (11) DEVELOPMENT RIGHTS AND EXTRACTATIONS; (12) WATER OR WATER RIGHTS; (13) THE DEVELOPMENT POTENTIAL FOR THE PROPERTY; (14) THE ABILITY OF PURCHASER TO REZONE THE PROPERTY OR CHANGE THE USE OF THE PROPERTY; (15) THE ABILITY OF PURCHASER TO ACQUIRE ADJACENT PROPERTIES; (16) THE EXISTENCE AND POSSIBLE LOCATION OF ANY UNDERGROUND UTILITIES; (17) THE EXISTENCE AND POSSIBLE LOCATION OF ANY ENCROACHMENTS; (18) WHETHER THE IMPROVEMENTS ON THE PROPERTY WERE BUILT, IN WHOLE OR IN PART, IN COMPLIANCE WITH APPLICABLE BUILDING CODES; (19) THE STATUS OF ANY LIFE-SAFETY SYSTEMS IN THE IMPROVEMENTS ON THE PROPERTY; (20) THE CHARACTER OF THE NEIGHBORHOOD IN WHICH THE PROPERTY IS SITUATED; (21) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; AND/OR (22) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE). NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, SELLER IS NOT RELEASED FROM ANY LIABILITY TO PURCHASER FOR FRAUD OR BREACH OF ANY EXPRESS COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT AS OF THE EXPIRATION OF THE DUE DILIGENCE PERIOD, PURCHASER SHALL HAVE COMPLETED ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER (IT BEING ACKNOWLEDGED AND AGREED THAT PURCHASER SHALL BE DEEMED TO HAVE INSPECTED EACH APARTMENT UNIT WITHIN THE

PROPERTY) AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION FOR THE PROPERTY AFFORDED BY THE TITLE POLICY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR ANY NEGLIGENT MISREPRESENTATION OR FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER, OR ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT OR OTHER PERSON ACTING ON SELLER'S BEHALF EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT. IT IS ACKNOWLEDGED AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS FULLY AWARE OF THE AGE OF THE PROPERTY, THAT OVER TIME VARIOUS EVENTS MAY HAVE OCCURRED ON THE PROPERTY WHICH EVENTS MAY BE TYPICAL AND/OR ATYPICAL OF EVENTS OCCURRING TO OTHER PROPERTIES OF SIMILAR AGE TO THE PROPERTY AND SIMILARLY LOCATED IN THE CITY OF SAN DIEGO AND/OR THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THAT SUCH EVENTS MAY INCLUDE, WITHOUT LIMITATION, SLAB LEAKS, MOLD, FIRE, SHIFTING, AND VIOLATIONS OF LAWS, ORDINANCES, RULES, REGULATIONS, PERMITS, APPROVALS, LICENSES AND/OR ORDERS OF GOVERNMENTAL AGENCIES WITH JURISDICTION OVER THE PROPERTY.

THE CLOSING OF THE PURCHASE OF THE PROPERTY BY PURCHASER HEREUNDER SHALL BE CONCLUSIVE EVIDENCE THAT: (A) PURCHASER HAS FULLY AND COMPLETELY INSPECTED (OR HAS CAUSED TO BE FULLY AND COMPLETELY INSPECTED) THE PROPERTY; AND (B) PURCHASER ACCEPTS THE PROPERTY AS BEING IN GOOD AND SATISFACTORY CONDITION AND SUITABLE FOR PURCHASER'S PURPOSES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR RELIANCE ON THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER SHALL PERFORM AND RELY SOLELY UPON ITS OWN INVESTIGATION CONCERNING ITS INTENDED USE OF THE PROPERTY, AND THE PROPERTY'S FITNESS THEREFOR. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER'S COOPERATION WITH PURCHASER WHETHER BY

PROVIDING DOCUMENTS RELATING TO THE PROPERTY OR PERMITTING INSPECTION OF THE PROPERTY, SHALL NOT BE CONSTRUED AS ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE PROPERTY, OR WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR RELEVANCE OF THE DOCUMENTS PROVIDED TO PURCHASER BY SELLER IN RELATION TO THE PROPERTY, PROVIDED THAT THE FOREGOING SHALL NOT BE A LIMITATION OR MODIFICATION OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

(h) Indemnity and Release.

(1) Indemnity. For the purposes of this Section 7(h), the term “Claims” shall mean any and all claims, obligations, liabilities, causes of action, suits, debts, liens, damages, judgments, losses, demands, orders, penalties, settlements, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs and any and all costs and expenses related to, whether directly or indirectly, any and all clean-up, remediation, investigations, monitoring, abatement, mitigation measures, fines or removal with respect to Hazardous Materials) of any kind or nature whatsoever. The definition of “Claims” shall include, without limitation, Claims under contract law or tort law. Each and every provision of this Section 7(h) shall survive the Closing. Purchaser acknowledges that but for Purchaser’s agreement to each and every provision of this Section 7(h), Seller would not have entered into the Agreement. Purchaser, on behalf of itself, its successors, assigns and successors-in-interest (“Successors”), hereby agrees to indemnify, defend and hold Seller and Seller’s successors, assigns, officers, directors, shareholders, participants, members, managers, partners, affiliates, employees, representatives, invitees and agents (collectively, “Seller Parties”) harmless from any and all Claims resulting from, related to, or based upon, whether directly or indirectly: (i) the breach by Purchaser of any representation, warranty, covenant or obligation contained in the Agreement, or in any other agreement, document, exhibit or instrument related hereto or referenced herein; (ii) any Claim or Claims, if the basis of such Claim or Claims arose on or after the Closing, except as noted in clause (iv) below, and if the basis of such Claim or Claims arose from, is based upon, relates to or pertains to, whether directly or indirectly, the operation, management and use of the Property; (iii) any Claim or Claims which Claim or Claims (or the basis for which) arose from, is based upon, relates to or pertains to, whether directly or indirectly, any negligent act or omission of Purchaser; and (iv) (A) any Claim or Claims that relate to the condition of the Property on or after the Close of Escrow, including any judgment, order or settlement under or otherwise pursuant to a lawsuit, and (B) any Claim or Claims that relate to defects in the Property (including, patent construction defects), regardless of whether said defects or the cause of the same arose either before or after the Close of Escrow, including any judgment, order or settlement under or otherwise pursuant to the lawsuit. Any defense of any or all of the Seller Parties referenced in this Section 7(h)(1), shall be at the Purchaser’s sole cost and expense and by counsel selected by the Purchaser, subject to the reasonable approval of the indemnified person, which counsel may, without limiting the rights of any of the Seller Parties pursuant to the next succeeding sentence of this Section 7(h)(1), also represent the Purchaser in such investigation, action or proceeding. If any of the Seller Parties that is being indemnified determines reasonably and in good faith that its defense by the Purchaser is reasonably likely to cause a conflict of interest or is being conducted in a manner which is prejudicial to such persons

interests, such indemnified person may elect to conduct its own defense through counsel of its own choosing, subject to the reasonable approval of the Purchaser, and at the expense of the Purchaser. Purchaser hereby waives any right of subrogation as to Seller or the Seller Parties. Each and every provision of this Section 7 shall survive the Closing and but for Purchaser's agreement to each and every provision of this Section 7, Seller would not have executed the Agreement. Purchaser's indemnification obligations under this Section are in addition to Purchaser's representations, waivers, releases and covenants under this Section 7, and shall in no way be deemed to limit same.

(2) Release and §1542 Waiver. Notwithstanding the following or anything to the contrary set forth in this Agreement, the Seller is not released from any liability to the Purchaser for fraud or breach of any covenant set forth in this Agreement or any breach of Seller's representations and warranties set forth in this Section 7. Subject to the immediately preceding sentence and the Purchaser's right to rely on the Seller's representations and warranties set forth in this Section 7, Purchaser for itself and on behalf of each of its successors (collectively, the "Releasors") by this general release of known and unknown claims (this "Release") hereby irrevocably and unconditionally release and forever discharge Seller and each of the Seller Parties (collectively, the "Releasees") or any of them, from and against any and all Claims of any kind or nature whatsoever, **WHETHER KNOWN OR UNKNOWN**, suspected or unsuspected, fixed or contingent, liquidated or unliquidated which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, (i) the physical condition, quality and state of repair of the Property conveyed; (ii) any latent or patent defect affecting the Property conveyed, or (iii) the presence of Hazardous Materials in, on, about or under the Property or which have migrated from adjacent lands to the Property or from the Property to adjacent lands.

Except for Claims for Seller's fraud or the breach of any covenants provided in this Agreement or any breach of Seller's representations and warranties set forth in this Section 7, Releasors hereby further agree as follows:

(i) Releasors acknowledge that there is a risk that subsequent to the execution of this Agreement, Releasors may discover, incur, or suffer from Claims which were unknown or unanticipated at the time this Release is executed, including, without limitation, unknown or unanticipated Claims which, if known by Releasors on the date this Release is being executed, may have materially affected Releasors' decision to execute this Agreement. Releasors acknowledge that Releasors are assuming the risk of such unknown and unanticipated Claims and agree that this Release applies thereto. Releasors expressly waive the benefits of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

(ii) Releasors represent and warrant that Releasors have been represented by independent counsel of Releasors' own choosing in connection with the preparation and review of the Release set forth herein, that Releasors have specifically discussed with such counsel the meaning and effect of this Release and that Releasors have carefully read and understand the scope and effect of each provision contained herein. Releasors further represent and warrant that Releasors do not rely and have not relied upon any representation or statement made by any of the Releasees or any of their representatives, agents, employees, attorneys or officers with regard to the subject matter, basis or effect of this Release.

(iii) Releasors represent and warrant to Releasees that Releasors have not and shall not assign or transfer or purport to assign or transfer any Claim or Claims or any portion thereof or any interest therein, and shall indemnify, defend, and hold the Releasees harmless from and against any Claim or Claims based on or arising out of, whether directly or indirectly, any such assignment or transfer, or purported assignment or transfer.

8. Condemnation of the Property.

(a) Condemnation. If between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are commenced that will result in the taking of any material part of the Property, Purchaser may, at Purchaser's election, either:

(1) Terminate this Agreement by giving written or emailed notice to the Seller and the Escrow Agent (in which event all remaining funds or other things deposited in Escrow by Purchaser, including without limitation, the Deposit, shall be returned to the Purchaser immediately from Escrow, together with any interest earned thereon and all fees and costs charged by the Escrow Agent shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Purchaser); or

(2) Proceed with the Closing and have Seller assign to Purchaser all of Seller's right, title and interest to any award made for the condemnation or eminent domain action.

(b) Notice. If Seller obtains notice of the commencement of or the threatened commencement of eminent domain or condemnation proceedings with respect to the Property, Seller shall notify the Purchaser in writing.

9. Broker's Commission. Seller and Purchaser each hereby represents and warrants to one another that neither of them has engaged the services of any real estate agent or broker. Seller and Purchaser each agree that, to the extent any real estate commission or brokerage and/or finder's fee shall be earned or claimed in connection with this Agreement or the Closing, the payment of such fee or commission, and the defense of any action in connection therewith, shall be the sole and exclusive obligation of the party who requested the services of the broker and/or finder. In the event that any claim, demand or cause of action or brokerage and/or finder's fee is asserted against the party to this Agreement who did not request such services, the party through whom the broker or finder is making the claim shall indemnify, defend (with an attorney of the

indemnitor's choice) and hold harmless the other from and against any and all such claims, demands and causes of action and expenses related thereto, including (without limitation) attorneys' fees and costs.

10. No Assignment by Purchaser. The qualifications and identity of Purchaser are of particular concern to the Seller. It is because of those qualifications and identity that Seller has entered into this Agreement with Purchaser. During the period commencing upon the Effective Date and until Certificates of Occupancy are issued for all of the Project, the Purchaser may assign this Agreement to an entity in which the Purchaser has at least a fifty percent (50%) interest without the prior written consent of the Seller. Except as otherwise set forth in the immediately preceding sentence, during the period commencing upon the date of this Agreement and until Certificates of Occupancy are issued for all of the Project, no voluntary or involuntary successor in interest of Purchaser shall acquire any rights or powers under this Agreement, nor shall Purchaser make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project without prior written approval of the Seller, which approval shall not be unreasonably withheld or delayed. Any proposed total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project, during the period commencing upon date of this Agreement and until Certificates of Occupancy for all of the Project, without the prior approval of Seller, will entitle Seller to its right of reentry and reversion as set forth in Section 11 hereof. For the reasons cited above, Purchaser represents and agrees for itself, each member of Purchaser and any successor in interest of Purchaser that prior to issuance by the City of National City of Certificates of Occupancy for all of the Project and without the prior written approval of Seller (which shall not unreasonably be withheld conditioned or delayed), there shall be no change in the membership, management, control, or ownership or in the relative proportions thereof, or with respect to the identity of the parties in control of Purchaser or the degree thereof, by any method or means other than such changes occasioned by the death or incapacity of any individual prior to issuance of Certificates of Occupancy for all of the Project. Purchaser shall promptly notify Seller of any and all such changes whatsoever. In such event, this Agreement may be terminated by Seller, entitling Seller to its right of reentry and reversion as set forth in Section 11 hereof.

11. Reentry and Reversion of Title in Seller After Closing.

(a) Conditions to Reentry and Reversion. Seller has the right, at its election, to reenter and take possession of the Property, with all improvements thereon, and terminate this Agreement and vest the Property in the Seller if after the Closing and prior to the issuance of the Certificates of Occupancy for all of the Project, any of the following occurs, without the prior written approval of Seller:

(1) Purchaser fails to commence construction of the Project within one hundred eighty (180) days after Closing.

(2) Purchaser abandons or substantially suspends construction of the Project required by this Agreement for a period of ninety (90) days after written notice thereof from Seller. This provision shall not apply if the Project is suspended and the business of Purchaser is

temporarily interrupted due to strikes, fire, or similar extraordinary causes beyond Purchaser's control; provided, however, Purchaser shall use its reasonable best efforts to eliminate the cause for such interruption and return to normal Project operations as expeditiously as is reasonably possible.

(3) Purchaser, without Seller's prior written approval (which approval shall not unreasonably be withheld conditioned or delayed), alters the Project in a manner that varies materially from the design of the same at the time of Closing, including without limitation alterations to the use of the Property as a residential project, the number of dwelling units, number or size of parking spaces, type of dwelling units, architecture, appearance, facades or landscaping. Seller acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Purchaser shall have the right, in its sole and absolute discretion, and at its sole cost and expense, to utilize the State density bonus in order to expand and/or change the scale of the Project.

(4) Except as otherwise set forth in Section 10, above, Purchaser conveys or transfers or suffers any involuntary conveyance or transfer of the Property prior to issuance by the City of National City of Certificates of Occupancy for all of the Project.

(5) Purchaser files for bankruptcy or enters into an insolvency arrangement with creditors.

(6) Purchaser fails to obtain Certificates of Occupancy for all of the Project on or before three (3) years of the Closing Date. This provision shall not apply if the Project is suspended and the business of Purchaser is interrupted due to strikes, fire, or similar extraordinary causes beyond Purchaser's control; provided, however, Purchaser shall use its reasonable best efforts to eliminate the cause for such interruption and return to normal Project operations as expeditiously as is reasonably possible.

(7) Except as otherwise set forth in Section 10, above, there is a change (voluntary or involuntary) in the membership, management, control, or ownership of Purchaser or in the relative proportions thereof, or with respect to the identity of the parties in control of Purchaser or the degree thereof, by any method or means, other than such changes occasioned by the death or incapacity of any individual prior to issuance of Certificates of Occupancy for all of the Project, which was not approved in writing by Seller prior to such event (which approval shall not unreasonably be withheld conditioned or delayed).

(b) Limitations on Right of Reentry. Seller's right to reenter, terminate and revest the Property shall be subject to Seller providing Purchaser with written notice and be limited by and shall not defeat, render invalid or limit any mortgage or deed of trust consented to by Seller in a writing recorded against the Property.

(c) Resale By Seller After Revesting. Upon the revesting in Seller of title to the Property as provided in this Section 11, Seller shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Property as soon and in such manner as Seller shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it

exists or may be amended, to a qualified and responsible party or parties (as determined by Seller in its sole and absolute discretion) who will assume the obligation of making or completing the Project, or such improvements in their stead as shall be satisfactory to Seller in its sole and absolute discretion and in accordance with the uses specified for the Property or part thereof in the Redevelopment Plan. Seller may resell the Property to such persons, for such amounts and on such terms and conditions as reasonably determined by Seller, provided that any sale of the Property for an amount insufficient to pay-off all mortgages or deed of trust recorded against the Property which were consented to by Seller in writing, shall be subject to the approval of the beneficiaries of such deeds of trust.

(d) Seller Entitled to All Resale Proceeds. Upon such resale of the Property by Seller, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Property which is permitted by this Agreement, shall be solely the property of the Seller.

(e) Rights and Remedies are Cumulative. The rights established in this Section 11 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. The rights are to be interpreted in light of the fact that Seller will have conveyed the Property to Purchaser for redevelopment purposes, particularly for development of the Project and not for speculation.

(f) Inaction Not a Waiver of Default. Any failures or delays by Seller in asserting any of its rights and remedies under this Section 11 shall not operate as a waiver of any default by Purchaser or of any such rights or remedies, or deprive Seller of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies shall govern the interpretation and enforcement of this Agreement.

(g) Agreement Affecting Real Property. At Closing, the Seller and Purchaser shall cause an agreement affecting real property, in a form reasonably acceptable to both the Seller and the Purchaser, against the Property securing the conditions of this Section 11. The Seller shall subordinate such agreement affecting real property to the Purchaser's financing security instruments.

12. Notices. All notices under this Agreement shall be in writing and sent (a) by certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) Business Days after deposit, postage prepaid in the United States Mail, (b) overnight by a nationally recognized overnight courier such as UPS Overnight, or FedEx, in which case notice shall be deemed delivered one (1) Business Day after deposit with that courier, (c) by personal delivery, in which case notice shall be deemed delivered upon the actual date of delivery, or (d) by email, in which case notice shall be deemed delivered upon the actual date of delivery. All notices shall be delivered to the following addresses (unless changed by written notice to the other persons given in accordance with this Section 11:

To Seller: City of National City
1243 National City Boulevard
National City, California 91950
Attn: Brad Raulston
Email: braulston@nationalcityca.gov

Copy to: Office of the City Attorney
1243 National City Boulevard
National City, California 91950
Attn: Roberto M. Contreras
Email: rcontreras@nationalcityca.gov

Christensen & Spath LLP
550 West C Street, Suite 1660
San Diego, California 92101
Attn: Walter F. Spath, Esq.
Email: wfs@candslaw.net

To Purchaser: Protea National City, LLC
2358 University Avenue, #1765
San Diego, California 92104
Attn: Andrew Malick
Email: andrew@malickinfill.com

Copy to: Protea Properties, LLC
3262 Holiday Court, Suite 100
La Jolla, California 92037
Email: Jeffrey Essakow
Email: jessakow@proteaproperties.com

13. General Provisions.

(a) Governing Law. This Agreement shall be interpreted and construed in accordance with California law.

(b) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and permitted assigns.

(e) Modifications; Waiver. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is sought.

(f) Entire Agreement. This Agreement contains the entire agreement between the parties relating to Purchaser's acquisition of the Property from Seller and development of the Property and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded.

(g) Partial Invalidity. Any provision of this Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full effect.

(h) Survival; No Merger. This Agreement, including without limitation, all representations, warranties, covenants, agreements, indemnities and other obligations of Seller and Purchaser in this Agreement, shall survive the Closing of this transaction and will not be merged into the Grant Deed or any other document.

(i) No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

(j) Time Of Essence. Time is of the essence in this Agreement.

(k) Attorneys' Fees. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their reasonable expert witness fees, if any, as part of their costs of suit, and attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("CCP") Section 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of CCP Section 998. All claims, disputes, causes of action or controversies shall be subject solely to the jurisdiction of the San Diego Superior Court, Downtown Branch.

(l) Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between Purchaser and Seller or between either or both of them and any third party.

(m) Recording. This Agreement shall not be recorded by one party without the consent of the other party.

(n) Seller Approval. Where this Agreement refers to an action or approval of the Seller, it shall mean the approval of the Executive Director of the Seller, or designee, unless otherwise provided.

(o) Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

(p) Independent Counsel. Seller and Purchaser each acknowledge that: (i) they have been given the opportunity to be represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel, if such counsel was retained; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel, if such counsel was retained. The fact that this Agreement was prepared or negotiated by Purchaser's or Seller's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against either party due to the fact that Purchaser's or Seller's counsel prepared or negotiated this Agreement in its final form.

(q) Capacity and Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, represent and warrant to the other party that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

City of National City

By: _____
Leslie Deese, City Manager

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

By: _____
Roberto M. Contreras
Deputy City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

PURCHASER:

Protea National City, LLC, a California limited liability company

By: Protea National City, LLC

By: _____

Andrew Malick, Manager

By: _____

Jeffrey Essakow, Manager

Exhibit A

Legal Description of the Property

All that certain real property situated in the City of National City, County of San Diego, State of California, described as follows:

Lots 11, 12, 13, 14, 15 16, 17 18, 19 and 20 in Block 2 of W.C. KIMBALL'S SUBDIVISION OF 10 ACRE

Lot 1 in Quarter Section 154 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to map thereof No. 105, filed in the Office of the County Recorder of San Diego County, March 10, 1887.

APN: 556-472-26

(End of Legal Description)

Exhibit B

Description of the Project

8TH AND B

NATIONAL CITY, CA



Site Location
130 East 8th Street
National City, CA 91950

Development Team
Malick Infill Development
Protea Properties

Principal Contact
Andrew Malick
E: andrew@malickinfill.com
T: 619.252.8465

Contact Address
3262 Holiday Ct. #100
La Jolla, CA 92037



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Tonya Hussain
Executive Secretary to Brad Raulston
1243 National City Blvd.
National City, CA 91950

RE: RFP Submittal Package for 130 E 8th Street

Ms. Hussain:

I am pleased to present our submittal for the 8th Street Lot.

Site Purchase Price: \$500,000

Primary Contact: Andrew Malick
andrew@malickinfill.com
619.252.8465

JV Developer: Paul Gehrini
Protea Holdings
858.457.5593

Architect: Ben Dalton
The Miller Hull Partnership
619.323.1101

Respectfully,



Andrew S. Malick
Director, Malick Infill Development

In reviewing the information provided in these materials, please keep in mind that the 8th and B project is still in the development stage; many of the items are preliminary concepts or estimates. We are actively reviewing and refining the Project to reflect site and market conditions and opportunities, feedback from the city and other stakeholders, and other considerations. As a result, many aspects of the Project described in these materials, including but not limited to, the cost, design (including unit types, unit count, and square footages), programming (including target retail tenant mix), proformas, and development schedule, will change over time. Please contact us if you wish to receive an update on the Project or on any of the information contained herein.

VISION & CONCEPT

THE DEVELOPMENT AT 8TH AND B IS ENVISIONED AS A PROJECT THAT WILL ENHANCE THE QUALITY OF LIFE FOR ALL CURRENT AND FUTURE NATIONAL CITY RESIDENTS.

The bold aim in designing this project is to create a place as diverse and culturally rich as the city itself. The building will be artfully designed to respect the character and history of its setting. It will also pay tribute to the evolving trends of our society and embrace the technological advancements that have changed our lifestyles. Residents will be encouraged to walk, bike, take transit and other alternate forms of transportation, spend more time outside and engage with their neighbors.

The housing will be inclusive of multiple income levels and stages of life. The commercial spaces will be adaptable to multiple business types and will be offered an affordable price point that allows small businesses to participate in the growth of the city. Most importantly, the development will foster a strong sense of community by creating public and semi-private communal gathering spaces.



PROJECT COMPONENTS

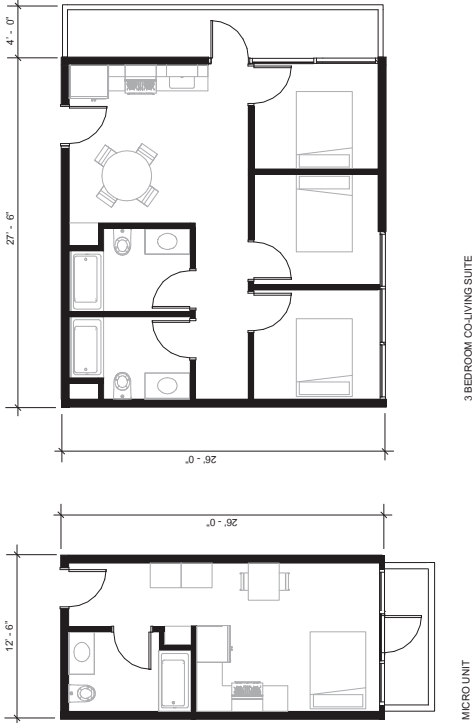
HOUSING

MICRO-UNITS [82 UNITS; 300 SF]
Providing attainable single occupancy housing for young professionals, minimalist couples, seniors, and military personnel, with shared indoor and outdoor amenity areas to foster community. Every unit includes private outdoor space.

CO-LIVING SUITES [6 2-BR SUITES; 650 SF / 4 3-BR SUITES; 690 SF]
Designed to offer a shared suite living experience for students, recent graduates and military personnel, or a live/work opportunity. These larger suites will include larger balconies overlooking 8th Street.

TERRACE TOWNHOMES [10 UNITS; 800 SF]
Well-suited for couples and young families, Terrace Townhomes feature two bedrooms and 1 ½ baths in two-levels with exterior entrances and a private outdoor patio or balcony.

ROWHOMES [6 UNITS; 1300 SF]
An urban living option for couples and families (including multi-generation families), this collection of three-story Rowhomes fronting East 9th Street will feature 3 bedrooms and 2 baths. These Rowhomes are designed to be in keeping with the residential scale on East 9th Street, with front porches to provide “eyes on the street” and private outdoor space.



COMMERCIAL

The overall vision for the commercial space component of the project is to offer an opportunity for small locally-owned business to get their start in National City or to take the next step from a home-based business or farmers market booth to a fixed storefront location. To make this an attainable option, the development will offer smaller scale footprint with potentially some shared infrastructure (restrooms, etc.) along with flexible short-term leases to provide a lower up-front investment. In turn, this provides a double benefit for the community in creating a true sense of place with an authentically local experience, and the personal relationships that came with the mom-and-pop stores of the past. Aligned with the micro-living concept and related current trends in the shared economy such as co-working, tech hubs and incubators, maker spaces, and pop-up retail, these new venues will provide a vibrant space that is appealing and engaging for residents and visitors alike.

MICRO RETAIL / OFFICE

Multiple small retail and F&B storefronts will allow opportunities for entrepreneurial incubator small businesses. An appropriately curated mix of business will also encourage increased foot traffic at all times of day. Some options currently being explored for these spaces include:

- A storefront communal market for local artisans along 8th Street adjacent to the new signature restaurant, similar to Simply Local in North Park, Pangea Outpost in Pacific Beach, or Leaping Lotus in Solana Beach
- A small scale coworking space to provide flexible access to private meeting space and other business services and amenities for solo professionals

FOOD & BEVERAGE

The anchor of communities is great food. Central to this development will be a signature restaurant on 8th Street which will retain the existing Auction House storefront. While it is very early in the concept development and tenant selection process for this space, it is envisioned as a modern, casual public gathering space that will help cultivate the downtown neighborhood. In addition, a coffee/juice bar opening off B Street and connecting to the residential lobby will provide an opportunity for residents and neighbors to meet and mingle over a breakfast beverage or afternoon snack. The micro-storefronts along B Street are anticipated to serve as incubator spaces to launch locally based F&B outlets such as tamale or lumpia stands. Together, these experiences will enhance the downtown center, contributing to a vital and active street life.

PROJECT COMPONENTS

GATHERING

PUBLIC GATHERING

The development will provide a variety of opportunities for public gathering spaces, including the potential for indoor/outdoor seating at the planned F&B storefronts and coffee shop/juice bar along B Street and the proposed parklet at 8th Street adjacent to the new signature restaurant. The front portion of the alley at 8th Street is proposed to be vacated to create a public parklet with street furniture, landscape, and public art. This new public gathering space could host pop-up events such as micro art-fairs or craft markets, a food truck night, etc.



RESIDENTIAL COMMUNITY SPACE [2000 SF INDOOR; 6000 SF OUTDOOR]

A key component of this development is the shared amenity areas that will provide the opportunity for residents to meet and mingle both informally and with planned events to foster a sense of community and encourage interaction with the downtown neighborhood. The lobby will open from B Street and will offer casual seating, local art and the opportunity to connect with their neighbors and the community at large through the interlinked coffee shop/juice bar, which will also have its own storefront entrance on B Street. Residents can check their mail, wait for their Uber or Lyft pickup, get a cup of coffee, refuel with an afternoon smoothie, or late night snack.

The hub of the residential communal space is at the podium level, which will feature a 1200 SF clubroom with kitchen and lounge area, with floor-to-ceiling windows overlooking 8th street, opening on to an expansive outdoor terrace with casual seating. The visibility to the street level will help to energize the public realm. Completing the amenity experience on this level will be a fitness center with glass walls opening to the terrace, conveniently adjacent laundry area, and resident storage areas.



A Sky Lounge overlooking B Street, will provide a more intimate outdoor living room for residents to gather to relax and socialize, with a fire feature and barbeque area. With high speed wireless internet and a projection wall, residents can enjoy their own entertainment in this casual outdoor setting.



PUBLIC ART AND OFF SITE IMPROVEMENTS

The development team is excited to explore opportunities to partner with the arts organizations A Reason to Survive (ARTS) and/or other local artists to create murals on exterior facades, particularly those visible from the new public spaces such as the pocket park. The project will incorporate the work of ARTS students and/or other local artists in the residential lobby area and the planned adjacent coffee shop/juice bar as well as the community clubroom. With the agreement of the City, the development will reclaim a portion of the alley fronting 8th Street as a public gathering space, with enhanced pavers, seating, and landscape to activate the street.* Bike racks at or near this location will foster active transportation. The team will also look to align with the mission of the Creating Vibrant Neighborhoods Initiative (CVNI) and collaborate on future projects in the downtown specific plan area.

* Only the front portion of the alley will be vacated, allowing access from 9th street to the existing loading area for the market.

PROJECT COMPONENTS

PARKING AND MOBILITY

The 8th and B project has been designed as a Transit Oriented Development. Located in the heart of downtown, the site is within ½ mile of the trolley station along a walkable route, and within close proximity to two high performing transit routes (the 929 to Downtown and the 955 to SDSU). Boasting a walk score of 87, residents will be able to complete most errands on foot, including easy access to shops, restaurants, medical facilities, schools, churches, the library, and Kimball Park. The development is designed to appeal to those who will embrace the car-free lifestyle, preferring instead to walk, bike, and take transit or uber/lyft to their destinations. Residents who are members of the military could choose to carpool or vanpool to the base. Students and faculty of Southwestern College would enjoy a quick walk to campus.

The proposed Downtown Specific Plan includes goals designed to reduce the reliance on automobile travel, including updating minimum unit size standards to allow for smaller units with associated reduced parking requirements, offering a parking bonus program to lower parking requirements in response to actions that will help reduce parking demand, and encouraging projects to include a Transportation Demand Management Plan.

Consistent with these goals and objectives, including the Draft Parking Bonus Plan criteria, the development team proposes the following measures to support a reduced parking requirement:

- Parking garage will be accessed from the alley to minimize the loss of on-street parking spaces
- The parking garage will be fully screened from the public right of way on all sides
- Curb cuts will be minimized to protect on street parking
- Secure bike parking will be provided internal to the project (54 covered spaces)
- The project includes a mix of uses for local serving retail and services
- Micro-unit parking will be unbundled from leases
- Priority parking will be provided for vanpool/carpool users
- A dedicated on-street space will be provided at the lobby entrance on B Street for uber/lyft/vanpool dropoff and pickup
- Off-site bike parking will be provided
- A Transportation Demand Management Plan will be provided to make it easy for residents to utilize alternative forms of transportation

The development, with a total of 108 residential units, will provide a total of 80 parking spaces on-site, both on-grade and in a parking garage fully screened from view (an average of .74 spaces/unit). The development team proposes a new city standard of .5 parking spaces per micro-unit. The parking requirement could then be expressed as follows:

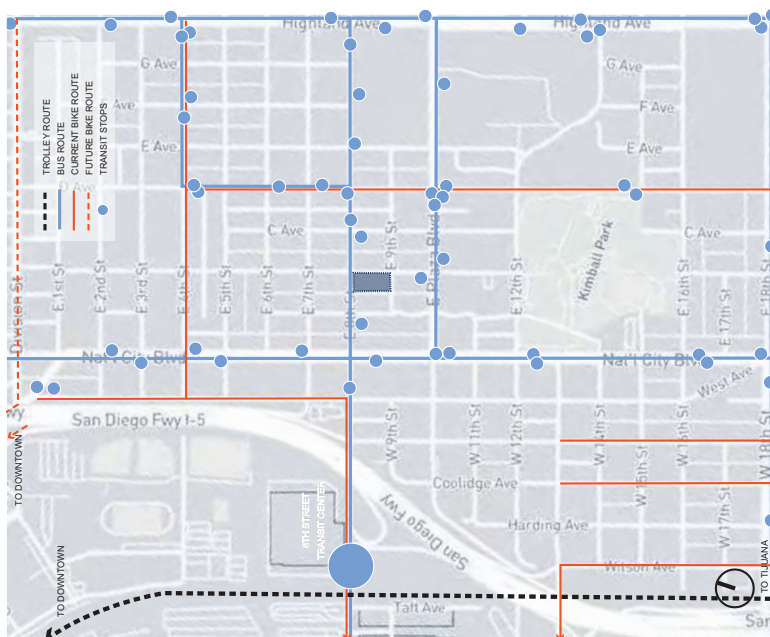
UNIT TYPE	# OF UNITS	PARKING RATIO	PROPOSED PARKING REQUIREMENT
Micro-units	82	.5	41
Co-living Suites	10	1	10
Terrace Homes (2BR)	10	1	10
Row Homes (3 BR)	6	1	6
Total	108		67

In addition to the on-site parking, there are 10 spaces available along the west side of B Street, 6 spaces on 8th street fronting the property, and 4 spaces on the north side of 9th street, for a total of 20 on-street parking spaces. These spaces will offer additional parking for residents as well as retail uses.



WALKING RADIUS

With a transit score of 87/100, the site is ideally located in an urban area already housing a variety of services. Residents will have easy access to nearby markets, parks, restaurants, and light rail.



TRANSIT MAP

The site is just a short walk from high-performing transit, including the trolley and bus routes 929 to downtown and 955 to SDSU.

FINANCIAL STRUCTURE

It is the aim of this project team to finance this market-rate project only with private equity. However, the team is committed to ensuring the financial feasibility of this project, and therefore recognizes that the uncertainty of the land valuation may require seeking alternate sources of funding support including from public and/or public/private sources. This could include development incentives to be determined in cooperation with the City such as deferral of impact fees, permit fees and other fees until construction; providing a reduction or elimination of any applicable traffic impact fees for commercial development due to lower traffic generation; and/or establishing an alternative residential development impact fee calculated on the basis of square footage rather than number of units.

(Note: The City of San Diego is currently considering implementing each of these incentives, and more, in connection with the Smart Growth and Land Use Committee Work Plan, February 10, 2017).

The location of the project site in close proximity to high-performing transit as well as neighborhood amenities such as schools, parks, a fresh food market, medical services, etc. may also provide the opportunity to seek funding sources such as New Markets Tax Credits, the Smart Growth Fund sponsored by CivicSanDiego to foster the development of workforce housing, or other sources.

¹Civic San Diego anticipates being able to offer NMTC funding opportunities for projects as small as \$2M, potentially allowing for a carve-out of the retail component of the project with a small amount of residential to fall within NMTC project limits.

²The Smart Growth Fund is anticipated to launch mid-2018 and will offer low interest loans for residential and mixed use projects which provide housing for up to 200% AMI.

OPERATIONAL BENEFITS TO THE CITY

Operational benefits to the City from this development include but are not limited to:

- Property Tax revenue, including potential increase in property tax values in the surrounding area
- Sales tax revenues from the project's commercial/retail components as well as adding residents to downtown who will spend \$ in National City, supporting local retail and service markets
- Adding housing/residents to downtown will help provide a consumer base to incentivize other businesses to locate downtown
- Providing housing well suited for members of the military will encourage more military personnel to live downtown and frequent downtown shops and restaurants
- Adds to the mix of services and retail opportunities within downtown to help keep money in the local economy
- Micro-retail focus supports formation and growth of small businesses and provides employment opportunities for National City residents



COMMUNITY BENEFITS & OUTREACH

The development team is committed to creating a project that is sensitive to the neighborhood context and is inclusive of, and serves the needs of, the local community. To that end, the team is in the process of making connections with local stakeholders such as the National City Chamber of Commerce, the South San Diego Small Business Development Center, Olivewood Gardens and Learning Center, and A Reason To Survive Arts Center (ARTS).

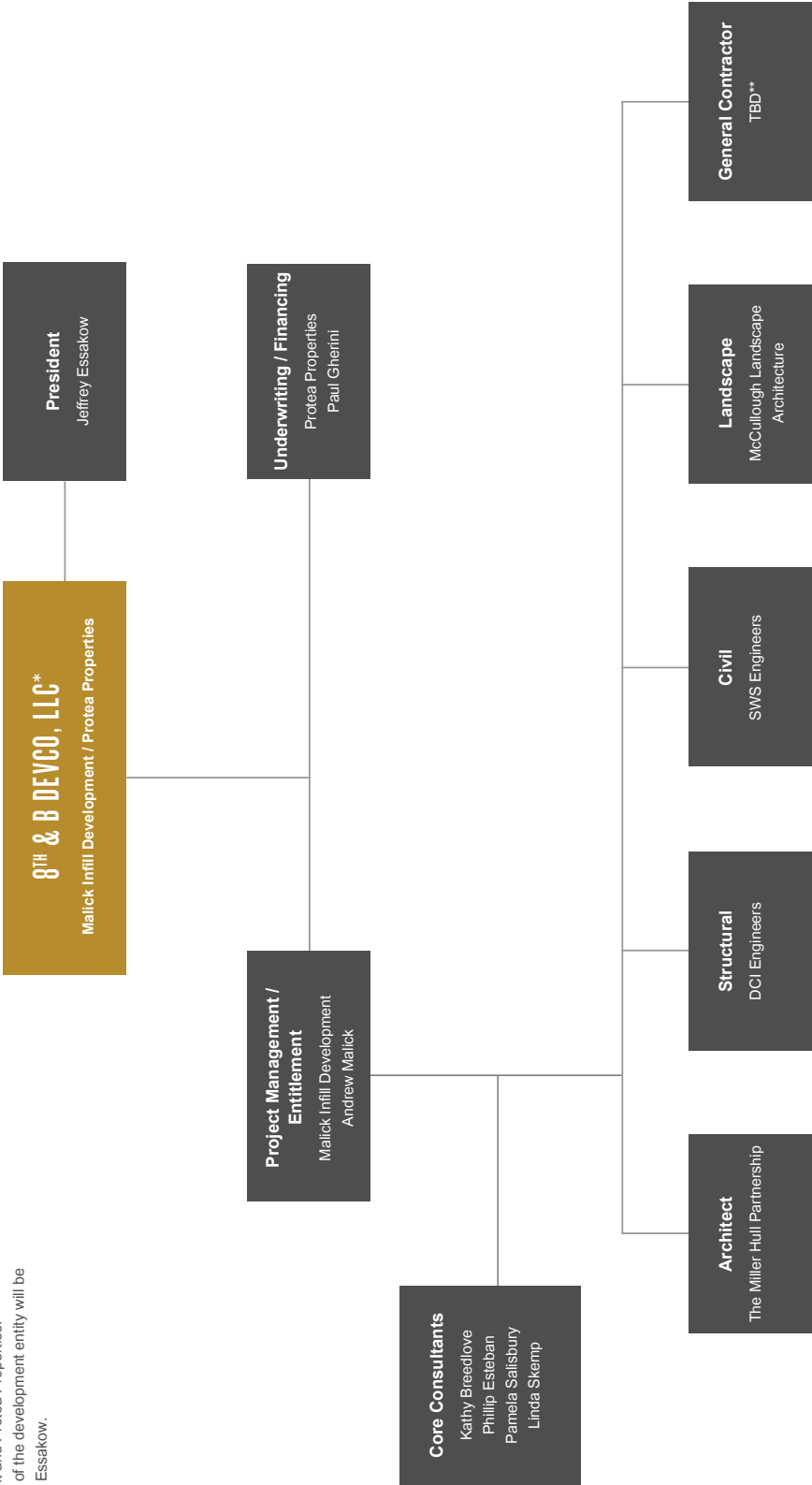
As the selection process for this RFP continues, the team is excited to share the vision and encourage feedback from other community groups and organizations including:

- Kimball Park Neighborhood Council
- Southwestern College
- Filipino American Chamber of Commerce
- Kiwanis Club of National City
- National City Rotary Club
- Environmental Health Coalition
- San Diego County Hispanic Chamber of Commerce
- South County Economic Development Center
- Council of Phillippine Americans
- Chicano Federation of San Diego County



THE PARTNERSHIP

8th & B will be developed by a JV partnership between Malick Infill Development and Protea Properties. The managing partners of the development entity will be Andrew Malick and Jeff Essakow.



* Entity name is subject to change.
** Given the supply constrained construction market, a general contractor partner will be selected through a hard bid process.

PROJECT RELATED EXPERIENCE: PROTEA PROPERTIES

FLOWER HILL PROMENADE, SAN DIEGO, CA



RELEVANCE TO NATIONAL CITY

- Mixed-use
- Enhance the pedestrian experience
- Community catalyst project

Size:
171,000 SF; 15 Acres

Protea Properties
3262 Holiday Ct # 100
La Jolla, CA 92037
T: 858.457.5593
E: pgherin@proteaproperties.com

Renovation & Expansion by
SGPA Architecture and Planning
1945 Hotel Circle South, Studio 200
San Diego, CA 92108
T: 619.237.0131
E: info@sgpa.com

The renovation of Flower Hill Promenade focuses on the customer experience, integrating hospitality elements in its common areas and blending retail with active uses. Food, leisure, and entertainment draw customers to visit the mall more often—and linger to enjoy the amenities.

Located near California's famous Del Mar racetrack, the Flower Hill shopping center is an open-air collection of local boutique retailers and upscale restaurants. This mixed-use project includes a full renovation of common spaces, new construction (Whole Foods Market and Sharp medical offices), and landscaping. The renovation clarified the purpose of the building from the street by increasing visibility of storefronts and entryways, and decreasing automotive traffic along the front streetscape. New palm trees and landscaping add to the natural appeal, making Flower Hill a place where shoppers are happy to spend their time.

A new parking structure was created and is tucked into the hillside behind the retail, adding 400 unobtrusive parking spaces and alleviating vehicle congestion at the storefronts.



TWELVE ON ALABAMA, SAN DIEGO, CA



RELEVANCE TO NATIONAL CITY

- Modern amenities
- Transportation access

Size:
8,000 SF
Number of Units:
12
Malick Infill Development
Andrew Malick, Director
T: 619.252.8465
E: andrew@malickinfill.com

Prior to this project, small scale developers avoided the North Park neighborhood. Existing market rental comps were virtually half of what this project rented for at initial lease-up. Surrounding property owners took notice and began investing in their single family homes and underperforming multi-family properties. Developers also took notice, spurring a mini building boom in the neighborhood.



Twelve on Alabama brought new and modern apartment living to North Park. The neighborhood was always cool, this project helped other developers recognize it. Designed, built and developed by Butler Malick Master Builders.

NORTH 30, SAN DIEGO, CA



RELEVANCE TO NATIONAL CITY

- Modern amenities
- Transportation access
- Mixed-use

Size:
9,000 SF
Number of Units:
12
Commercial Space:
3 Boutique Retail / Office Storefronts
Malick Infill Development
Andrew Malick, Director
T: 619.252.8465
E: andrew@malickinfill.com

Located at the ultimate node on the 30th Street corridor in North Park, this mixed use project features roof decks and a private interior courtyard for residents. This project proved that new units don't need to be large to command premium rents. A focus on connection to the outdoors through the use of large windows and tall ceilings help these units feel grander than they actually are. Designed, built and developed by Butler Malick Master Builders.



PROJECT RELATED EXPERIENCE: PROTEA PROPERTIES

SEAPORT, SAN DIEGO, CA



RELEVANCE TO NATIONAL CITY

- Activated ground floor plane
- Enhance and bring community together
- Mixed-use project: retail, dining, entertainment, education, hospitality, maritime
- Promotes effective use of outdoor space

Seaport is a unique reimagining of one of the most important pieces of real estate on San Diego's waterfront. It has been designed to provide valuable community resources and world-class amenities and attractions for residents and visitors alike. Bringing families and friends together for relaxation, education and fun to create what we believe will be a new image for our great city on the water.

The new Seaport will offer something for everyone, from local residents to tourists. An expanded park and public space will open the waterfront to more people; street shops and restaurants of all kinds will bring new vitality to the waterfront and downtown; a hospitality core made up of lodging suitable for all pocketbooks will bring 24/7 vitality and activity; lifelong education will be a major component in a marine-focused charter school and facilities for continuing studies; water sports, an outdoor gym, beach volleyball, boating and swimming are also essential parts of the plan. And of course there will also be the simple pleasures of just sitting on one of our beaches or strolling along the expanded esplanade. Added to this there will be anchor attractions like the state-of-the-art aquarium as well as The Spire that will carry locals and visitors 500 feet above the bay to enjoy the breathtaking views.

Seaport will be a destination that brings life to the San Diego waterfront. Through its wide range of exceptional amenities, improvements and partnerships, it will provide a sought-after experience that's fresh and full of energy, creating an environment that benefits residents as well as visitors and members of the community.

Protea Properties
3262 Holiday Ct # 100
La Jolla, CA 92037
T: 858.457.5593
E: pgheirini@proteaproperties.com



IDEA 1, SAN DIEGO, CA



RELEVANCE TO NATIONAL CITY

- Provides a campus hub for design and related cultural activities
- Enhance the pedestrian experience
- Community catalyst project

Size:
129,000 SF
295 Units

The Miller Hull Partnership, LLP
Caroline Kreiser, AIA, Principal
2150 West Washington Street, Suite 113
San Diego, CA 92110
T: 619.220.0964
E: ckreiser@millerhull.com

Client Contact:
Rob Rittenhauer
Lowe Enterprises
888.665.7285
RReitenour@loweenterprises.com

IDEA1 is the first step to establishing the District's vision of becoming San Diego's design + technology/innovation hub. This will be achieved by mixing the critical uses – office, residential, and retail – in a way that encourages interaction between inhabitants of this block and the larger community. The design principles that support an innovation ecosystem are on display in this project to act as an inspiration for other I.D.E.A. District designers and developers.

Creative Office Space: 50,000 sf of future office space. Offices will be available with large open bays - designed as raw, creative, and reconfigurable space. With high ceilings and full height glazing, we are confident that it will be highly desirable to creative individuals and firms.

Startup Housing: With 295 total units, our focus is on building flexible, fresh and current spaces for today's urban dweller. Target residents include entrepreneurs, creatives, recent grads, and downtown workers.

Retail and Restaurants: 12,000+ sf of street level retail intended for unique tenants that can provide the physical and social settings to encourage collaboration between the diverse inhabitants. For example, a craft beer pub, featuring live music, that becomes the watering hole for the District. Or a "Maker Space" that allows for quick prototyping of new ideas.



YOUNGONE, SEATTLE, WA

Size: 100,000 SF | 15 Units

Youngone is a true mixed-use project with corporate, residential, retail and manufacturing. It is envisioned as a vertical campus providing the North American headquarters for an international manufacturing company. The site is located on the West Seattle waterfront, offering breathtaking views of the downtown Seattle skyline. 15 market rate apartments will be both rentable or held for company use based on need. The building will serve as a corporate headquarters, design lab, manufacturing and contain a prototype bay and retail store. The activated ground floor plane enhances the pedestrian experience and interaction of residents and non-residents.



PIER 32, NATIONAL CITY, CA

Size: 10,000 SF

Awards: 2011 Orchid, San Diego Architectural Foundation
This mixed-use project in National City includes marina support spaces, retail and residential residents and non-residents. Two main buildings link pedestrian bridges and a stair tower. These two buildings house marina support spaces including locker rooms and showers, an exercise room, dryheated storage, laundry facility, boater's lounge, community conference room, large outdoor terrace, grocery/food-service tenant space, and open office spaces for the marina management and other tenants. Also included is a residential unit for rental, or to be used by the marina management/security.



THE SHAY, WASHINGTON, D.C.

Size: 237,000 SF

The Shay is part of a urban core revitalization project and includes mixed-use residential, community uses and retail. The primary objective is to create authentic and distinctive architecture in the emerging Duke neighborhood just north of the downtown Washington DC urban core. This unique arts district has a gritty and semi-rural feel that sets it apart from other more professional oriented neighborhoods in the city. We see the Assemblage as having an eclectic mix of uses and architectural expression that contributes to the vitality of the area. Retail and commercial spaces will have a connection to the sidewalk and enhance the pedestrian experience.



333 DEXTER, SEATTLE, WA

Size: 600,000 SF

This mixed-use development has a highly active ground floor plane with commercial, retail and restaurants. Miller Hull is working with Kfir Realty Corporation to provide a model work place that promotes productivity for world-class tenants, and contributes to the revitalization of the South Lake Union Neighborhood in Seattle, Washington. Offices are being designed to favor collaboration areas over individual offices in response to tenant demands. Raw, creative and reconfigurable space capable of serving a single or multiple tenants with large open bays and generous windows will allow maximum daylight and flexibility.

NATIONAL CITY MARINA DISTRICT PLAN, NATIONAL CITY, CA



RELEVANCE TO NATIONAL CITY

- National City Planning Process
- Provides Community Identity
- Community Amenities, Walking Paths, Outdoor Spaces
- Land Use Planning Project

The Miller Hull Partnership, LLP
Caroline Kreiser, AIA, Principal
2150 West Washington Street, Suite 113
San Diego, CA 92110
T: 619.220.0844
E: ckreiser@millerhull.com

Phase 1: The first phase of the Marina District includes the addition of dry boat storage and a boat maintenance shed along Marina Way, as well as a recreational vehicle park, retail and amenities for RV site users in the parcel north of Pier 32. The restroom at the North-East corner of the marina will be upgraded and expanded, and an administration building will be constructed within parcel B2. Along the jetty and marina there will be series of "Environmental Living Units" - small "net-zero energy" rental cabins which will be topped with photovoltaics to produce their own power. A dock and a small park at the end of the jetty provides public access to the waterfront. Additionally, we propose to provide a series of buoys in the Sweetwater channel for additional boating capacity. Farther west, there is a proposed expansion to Pepper Park, doubling the public park space in the Marina District.

Phase 2: Phase 2 of the proposed project includes the addition of an a high-end and 3 additional boutique hotels. The Western most portion of RV parking will be replaced with a high-rise hotel and a smaller, scale boutique hotel, set framing a garden court. The hotel will include conference space suitable for small conventions and an underground parking structure. The North-East corner of the marina will receive two boutique hotels at which point the southern most row of RV parking will be replaced with both parking and the hotel will be phased per economic feasibility.

Build Out: Envisioning the full build-out of the site, the area adjacent to the Marina incorporates hotel, restaurant and retail space. A pedestrian and bike path runs between the buildings, creating a village at the marina. A waterside boutique hotel accommodates 40 rooms and a second hotel in the north east corner has 60 rooms with ground floor retail and amenity space.

SELECTED WORKS OF MCCULLOUGH LANDSCAPE ARCHITECTURE



RELEVANT EXPERIENCE

- Mixed-use, Urban, Sustainable Design
- Landscape Layout, Irrigation
- Community Amenities, Outdoor Spaces

McCullough Landscape Architecture, Inc. (MLA)
David W. McCullough, RLA, ASLA, Principal
703 16th Street, Suite 100
San Diego, California 92101
T: 619.296.3150
E: david@mlasdc.com

McCullough Landscape Architecture (MLA) creates spaces for many hospitality, retail, mixed-use and institutional properties around the world. Firm Principal Landscape Architect and chief designer David McCullough provides a cutting-edge, creative approach and has extensive experience in urban design and design for the end-user, with an international portfolio of work. McCullough oversees all projects with high quality control standards, and is flexible and consistent in meeting fast-track project schedule requirements as well as sustainable design requirements. He also brings strong technical skills related to podium construction, pool design, rooftop gardens, LEED® design, planting design, landscape layout, irrigation, and creating construction drawings.

Previous projects have earned awards and recognition in several national publications. In addition, McCullough was appointed by Mayor Kevin Faulconer to serve on the Historic Resources Board which governs the identification, protection, retention and preservation of historical sites in San Diego.



MERCADO DEL BARRIO, SAN DIEGO, CA



RELEVANCE TO NATIONAL CITY

- Local Proximity
- Similar Construction Type

DCI Engineers
Ryan Slaybaugh, Principal
101 West Broadway, Suite 1250
San Diego, California 92101
T: 619.234.0301
E: rslaybaugh@dc-engineers.com

DCI Engineers provided structural engineering services for this new, mixed-use, residential project in the Barrio Logan area of San Diego. This project consists of a multi-building development located at Cesar E. Chavez Parkway. It includes commercial, restaurant and residential space, a clubhouse, office space and a separate parking structure. The commercial space and restaurant are located at grade level and are designed as "cold shells." The total area is approximately 46,000-sf. The clubhouse, office and leasing center are located at the second level with residential lofts, for a combined area of 7,000-sf. The residential portion of the project will consist of three-story residential unit buildings, located above the commercial space with an approximate area of 90,000-sf.

The 66,000-sf, 210-stall parking garage structure is located within the middle of a "wrap around" residential construction project, but designed to be independent of the adjacent buildings.

The commercial and restaurant portion is Type V wood and the parking garage is constructed of cast-in-place concrete. A long span framing option was chosen to allow for a clear and open structure.

AUTUMN TERRACE, SAN MARCOS, CA



RELEVANT EXPERIENCE

- Mixed-use, Urban, Sustainable Design
- Landscape Layout, Irrigation
- Community Amenities, Outdoor Spaces
- LEED® Platinum Certified

SWS Civil Engineering, Inc.
Michael D. Schweitzer, PE
261 Autumn Drive, Suite 115
San Marcos, CA 92069
T: 760.744.0011
E: michael@sws-engr.com

Michael designed and led construction administration services for Autumn Terrace, an Infill, LEED Platinum, Mixed-Use Affordable Housing and Commercial Retail development in San Marcos, located on a previously severely underutilized site. SWS Engineering in partnership with Hitzke Development, obtained approvals for a Specific Plan Amendment and new Plot Plan, and provided onsite and offsite Civil Engineering, Surveying and Construction Staking services from Entitlements through Construction Administration. In addition to drastically reducing crime and improving the aesthetics and quality of life for the residents, the development provided safe spaces for community engagement, new pedestrian paths of travel to and from an adjacent elementary school and generated new employment opportunities.

Autumn Terrace is one of the first LEED® Platinum Certified Multifamily projects in San Diego County.



OPPORTUNISTS, VISIONARIES, AND CRAFTSMAN. THE TEAM BEHIND 8TH AND B IS MADE UP OF PASSIONATE PLACEMAKERS AND LOCALS. WE'RE ALL COMMITTED TO BUILDING SOMETHING UNIQUELY NATIONAL CITY.

DEVELOPER TEAM

ANDREW MALICK
Malick Infill

Andrew Malick has nearly 20 years of experience in the real estate development industry. During his career he has worked in all three legs of the development process; construction, design, and development. He has direct experience in land acquisitions, land planning, entitlement processing, underwriting, debt & equity sourcing, design, project estimating, project management, construction implementation, lease-up, and property management. His developments in the North Park are seen as being catalytic in the revitalization of the area. He is currently developing a 60-unit mixed use project on El Cajon Boulevard.

JEFFREY ESSEKOW
Protea Properties

Jeffrey Essakow is a Chartered Accountant and the Founding Partner of Protea Holdings, LLC. Protea Properties, LLC and Protea Property Management, Inc. He has developed in excess of \$300 million in residential, commercial and retail projects and is currently masterplanning a 350,000-square foot, mixed-use project in the heart of La Jolla. As one of the three principals of Protea Water Development, Jeffrey provides leadership and direction for the economic and financial viability of the Seaport Project. As President of Protea Properties, Jeffrey oversees all development activities and is responsible for expanding the company's portfolio. His track record as a successful entrepreneur, paired with proven financial and management skills, position Protea as a company that can maximize the potential of real estate development.

PAUL GHERINI
Protea Properties

Paul assists the Protea team with acquisitions and financial analysis. He was a critical part of securing the Seaport project. Paul's previous experience includes innovative adaptive reuse projects for Cruzan. He has been a NAIOP member for eight years, and now serves on the University Challenge and Developing Leader Steering Committees. Paul will support the team with his extensive knowledge of underwriting and financing.

ARCHITECT TEAM

CAROLINE KREISER
The Miller Hull Partnership

Caroline has over 20 years of diverse experience in the architectural profession. She brings passion for sustainable architecture and innovation as well as dedication to pragmatism to the project team. Her skills include a thoughtful approach to project development with sensitivity and respect for the nature of the site and the larger environment. Caroline contributes strong organizational and communication skills to the team. Furthermore, the meaningful integration of building, message and client goals are under Caroline's constant scrutiny. Other strengths include years of experience with public projects and construction administration, as well as leading design workshops and eco-charrettes.

BEN DALTON
The Miller Hull Partnership

As a design leader at Miller Hull, Ben brings over 15 years of experience, including highly complex and sustainable projects. As a leader to the design team, Ben is a great listener and he has a proven ability to sift through a project's complexities to find an elegant and meaningful design concept. He has demonstrated a history of integrating programmatic needs and project realities (i.e. schedule and budget parameters) with inspired conceptual solutions. He will provide continual inspiration to the team and collaborate with all parties to turn the design into built reality.

LANDSCAPE ARCHITECT

DAVID MCCULLOUGH
McCullough Landscape Architecture (MLA)

As principal landscape architect, David oversees all aspects of the design and production of firm projects at MLA. He serves as head designer on all projects and maintains quality control on all work completed. Previous projects have earned awards and recognition in several national publications. MLA creates spaces for many hospitality, retail, mixed-use and institutional properties around the world.

A GREAT PROJECT IS SEEN THROUGH WITH AN EXPERIENCED TEAM.

STRUCTURAL ENGINEER TEAM

RYAN SLAYBAUGH DCI Engineers

Ryan Slaybaugh has extensive experience providing structural engineering services for the design and construction administration of many different types of projects; including hospitality, parking and mixed-use projects. Ryan has successfully managed many high-profile projects and he specializes in the design of large cast-in-place concrete and post-tensioned concrete multi-family residential structures and hotels. He is also extremely knowledgeable about current building codes and construction practices in both Washington and California.

JONATHAN DECK DCI Engineers

Jonathan Deck has experience providing structural engineering services for the design and construction administration of many different types of projects including residential, hospitality, higher education, military and mixed-use projects. Jonathan specializes in concrete and post-tensioned concrete, multi-family residential structures and hotels. He is also well-versed with regards to current building codes and construction practices in California.

CIVIL ENGINEER

MICHAEL SCHWEITZER SWS Engineering

Mr. Schweitzer has successfully managed the design and development of many similar projects throughout Southern California, and applies this experience to provide smart, sustainable and cost-effective site designs. Working collaboratively with the project owner and integral team members, Michael aids in maximizing the crucial components of a successful infill project including innovative storm water treatment alternatives, parking optimization and aesthetically pleasing and functional grading and offsite improvements. In addition, Mr. Schweitzer's experience provides valuable knowledge of processing through regional governing agencies, aiding in thoughtful navigation and helping ensure projects are completed on-time and on-budget.

LOCAL FOOD & BEVERAGE CONSULTANT

PHIL ESTEBAN

A graduate of The Culinary Institute of San Diego, Phillip brings a wealth of culinary experience, including The Guild Restaurant & Lounge in Barrio Logan, Craft & Commerce, and Tender Greens, where he spent five years helping to expand the brand in Southern California. After a stint in New York City, Esteban joined local all-star chef Jason Knibb at La Jolla's NINE-TEN before moving on to launch The Cork & Craft, successfully putting the Rancho Bernardo restaurant on the culinary map. In his current role as Research & Development Chef of CH Projects, Esteban oversees menu development and contributes to the hospitality group's culinary growth as it continues to refine its popular restaurants, including Ironside Fish & Oyster, UnderBelly and Craft & Commerce, and develop new restaurant concepts, including its newest offering, Born & Raised, in Little Italy. As Local Food & Beverage Consultant, Philip will assist the development team in formulating food and beverage concepts for both the signature restaurant and micro F&B outlets, and targeting outreach to engage potential tenants.

HOSPITALITY & LIFESTYLE CONSULTANT

KATHY BREEDLOVE

Kathy brings over 10 years' experience in resort planning and the design and marketing of lifestyle experiences with a portfolio of resort real estate offerings, including Beach Village at the Hotel del Coronado; The Fitzgerald at Grove Park Inn, Asheville, North Carolina; and Montelucia Resort Villas, Scottsdale, Arizona. Kathy will work with the development team to refine the project design and amenity mix to create a sense of community identity that will attract and retain residents of mixed ages and incomes.

HOUSING & INTERIOR DESIGN CONSULTANT

PAMELA SALISBURY

Pamela has an extensive interior design and architecture background, and has spent the last six years working in Facilities Operations for the U.S. Navy. Pamela graduated Magna cum Laude from NewSchool of Architecture and Design with a Master of Architecture, and studied thesis included extensive study of military housing environments. Pamela will assist the development team in designing an environment that will resonate with military personnel, including a curated mix of retail and residential amenities.

IDENTITY, SIGNAGE, BRANDING CONSULTANT

LINDA SKEMP

A graphic designer and art director for over 10 years, Linda has a wide variety of design experience ranging from print and digital marketing to 360° advertising campaigns. She has worked with companies of all sizes, from large brands such as Dasani/Coca-Cola and Intuit to mid-size as well as smaller local businesses. Linda will collaborate with the team to ensure high quality and consistency in the project branding, signage and marketing materials.

ARCHITECTURAL NARRATIVE

DOWNTOWN NATIONAL CITY IS POISED TO TAKE A MAJOR LEAP FORWARD IN BECOMING THE NEXT GREAT URBAN NEIGHBORHOOD.

With its small town vibe, local character, existing services and proximity to both the Navy and the heart of San Diego's downtown, National City has an opportunity to develop a vibrant urban center uniquely its own.

8th & B is a development that recognizes this potential and is designed to be a launch point for the urban lifestyle. Great variety is offered for both retail and residential typologies within the building. To succeed in an emerging urban location, the development team understands the importance of activating the street and curating retail opportunities at a range of scales, promoting both attainable options for local businesses and variety for its customers. Each street facade is designed to respect the successful parts of the existing architectural fabric while looking to catalyze the future of a more walkable, 24/7 urban life.

On the south end of the block, traditional townhouses are proposed to respect the neighborhood scale along 9th Street. Brick will be used in the townhouse facades to insure a quality housing product and to pull from the charming character of the historic row houses on A Street. This scale of home is rare in new urban developments and offers opportunities for families to remain in an urban space.

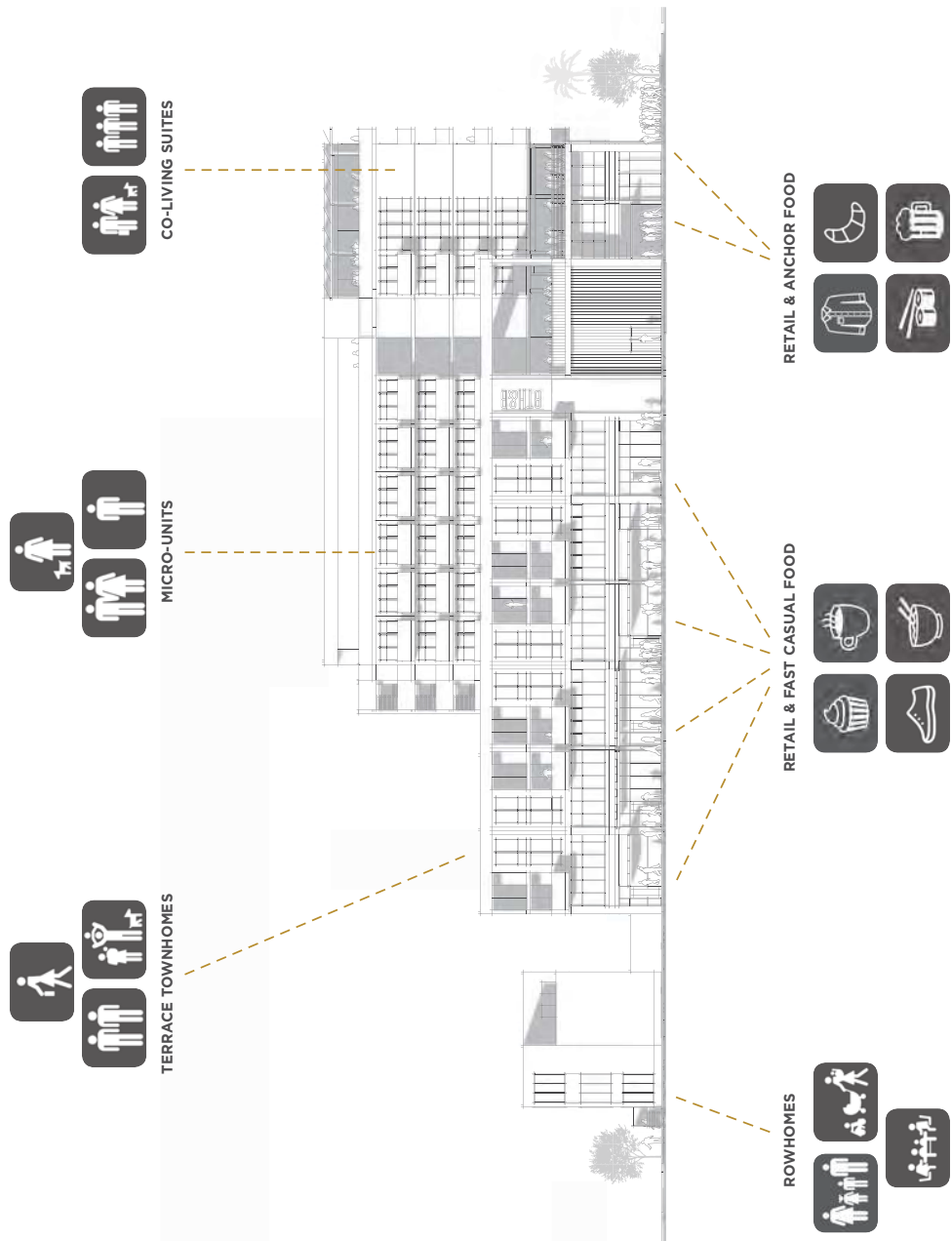
As 8th & B turns the corner, a vibrant streetscape with micro retail storefronts is planned along B Ave, providing visual interest to pedestrians. Small scale start-up retailers and eateries will get their start in these 400sf shops and deliver an array of options in an emerging location that would not be possible with traditionally sized retail. Brick is continued at the upper levels of this east facade and the scale jump is subtle with Terrace Townhomes sitting above a 25' podium. These upper level residences are 2 bedroom units and offer additional diversity to the housing options offered. The lobby for the main residential building is also located mid-block on B Ave, contributing to an active street life.

Along 8th Street, the 25' podium continues and establishes a street frontage appropriately scaled for an urban center. At 25', the podium provides high volume space to retail tenants and aligns with the existing Auction House facade which will be renovated and restored to serve as the home for a new signature restaurant. Leasable spaces along 8th Street will be more traditional in depth at 30' providing an attractive retail space for larger tenants or a neighborhood artisan market concept. The north end of the alley on the west side of the building is proposed to be captured as a new parklet/public gathering space. Developed as part of the 8th & B development, the parklet will support the new restaurant with opportunities for outdoor seating, but will also be available to the public at all times.

Above the 25' podium, the residential building takes a final leap in scale and rises to the 90' height limit with 6 floors of residential micro-units. The east side of the residential tower includes a view deck shaded with photovoltaic panels. One of the more interesting aspects of the project is a shared podium level fully opening to 8th street on the northeast corner. This terrace level takes full advantage of the local climate, providing over 5000sf of shared outdoor amenity space. Opening onto this outdoor area are a shared club room and large fitness room. The terrace opens fully at the northeast corner with lounge seating and BBQ area - activating the street corner of 8th & B from above.

The architectural design will have a clean, modern feel while respecting the neighborhood context with a building offering a variety of scales instead of one large mass. The development will be an attractive addition to the downtown area, while contributing to an enhanced architectural image for National City.

The building will be designed to a LEED® silver-equivalent and will include sustainable features such as solar PV and green roofs.



THE PROPOSED BUILDING, WILL ACT AS A CATALYST FOR THE DEVELOPMENT OF DOWNTOWN NATIONAL CITY.

8th and B will have a variety of residential unit types that will appeal to a wide ranging demographic. The Rowhomes along 9th street are ideal for families. The Terrace Townhomes are ideal for small families, couples, and singles. The micro units will ideally suit military personnel, singles, and minimalist couples. Co-Living suites will allow opportunities for roommates, live/work spaces, and students. By incorporating micro and shared living units into the building, the density will be increased beyond that of a typical market-rate project.

Additionally, the flexible micro-retail at the ground level will provide multitude of storefronts, with retail bays sized to support companies from start-up level to larger established vendors. Incorporating opportunities for local food vendors and smaller retailers will help to immediately activate 8th and B streets.

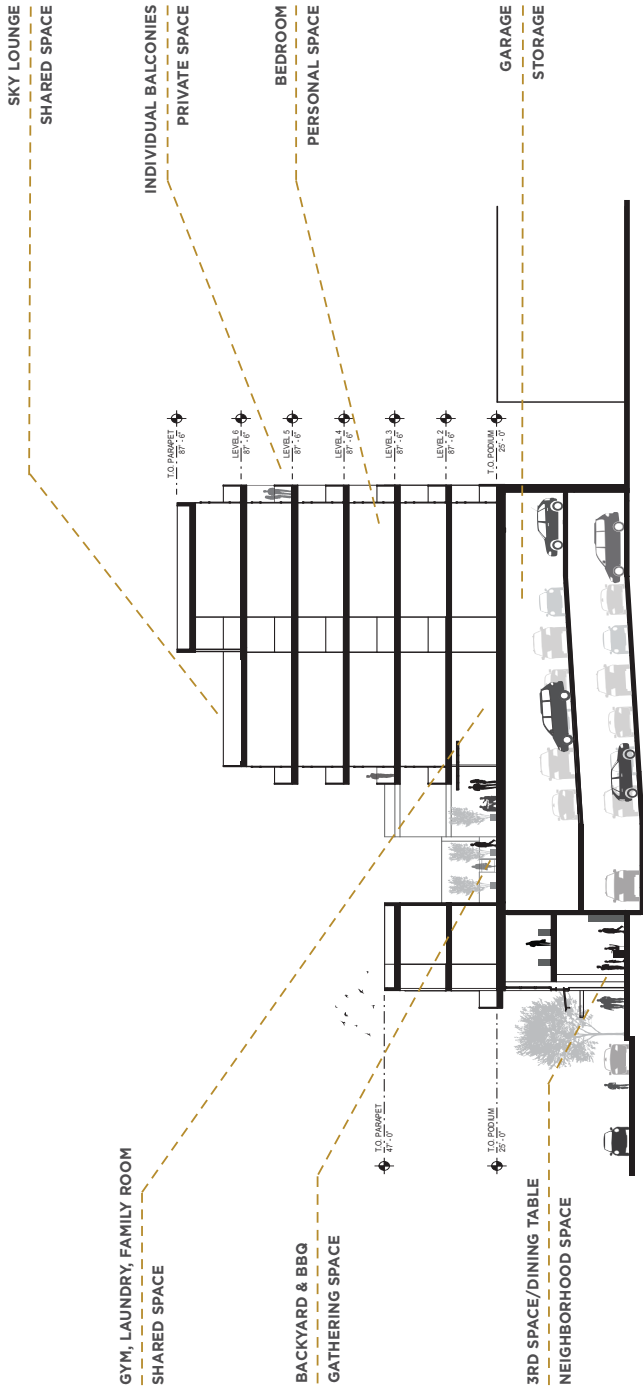
The density of the development provides much needed foot traffic to support local retail. Activation of the street with the use of landscaping, public art, and streetside dining will also help to create a vibrant street life.

DOWNTOWN IN ONE BUILDING

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES

CO-LIVING CONCEPT

EAST/WEST SECTION



THE WHOLE BUILDING SERVES AS YOUR HOME

Co-living is gaining traction for a variety of reasons. Whether a couple wants to downsize to gain financial freedom or a young professional wants to simplify their life, co-living can provide an ideal living solution for many people. 8th and B will provide the residents with generous shared amenity areas, including outdoor living, providing the opportunity to socialize with friends and neighbors. The building will become their home and the neighborhood is the amenity, allowing residents to experience everyday life in a new way.



NORTH/SOUTH SECTION

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES

PARKING COUNTS				
	STD	ADA	MOTO	
IN GARAGE	64	3	2	
ON GRADE	5	1	5	
ON STREET	20	-	-	
TOTALS	89	4	7	

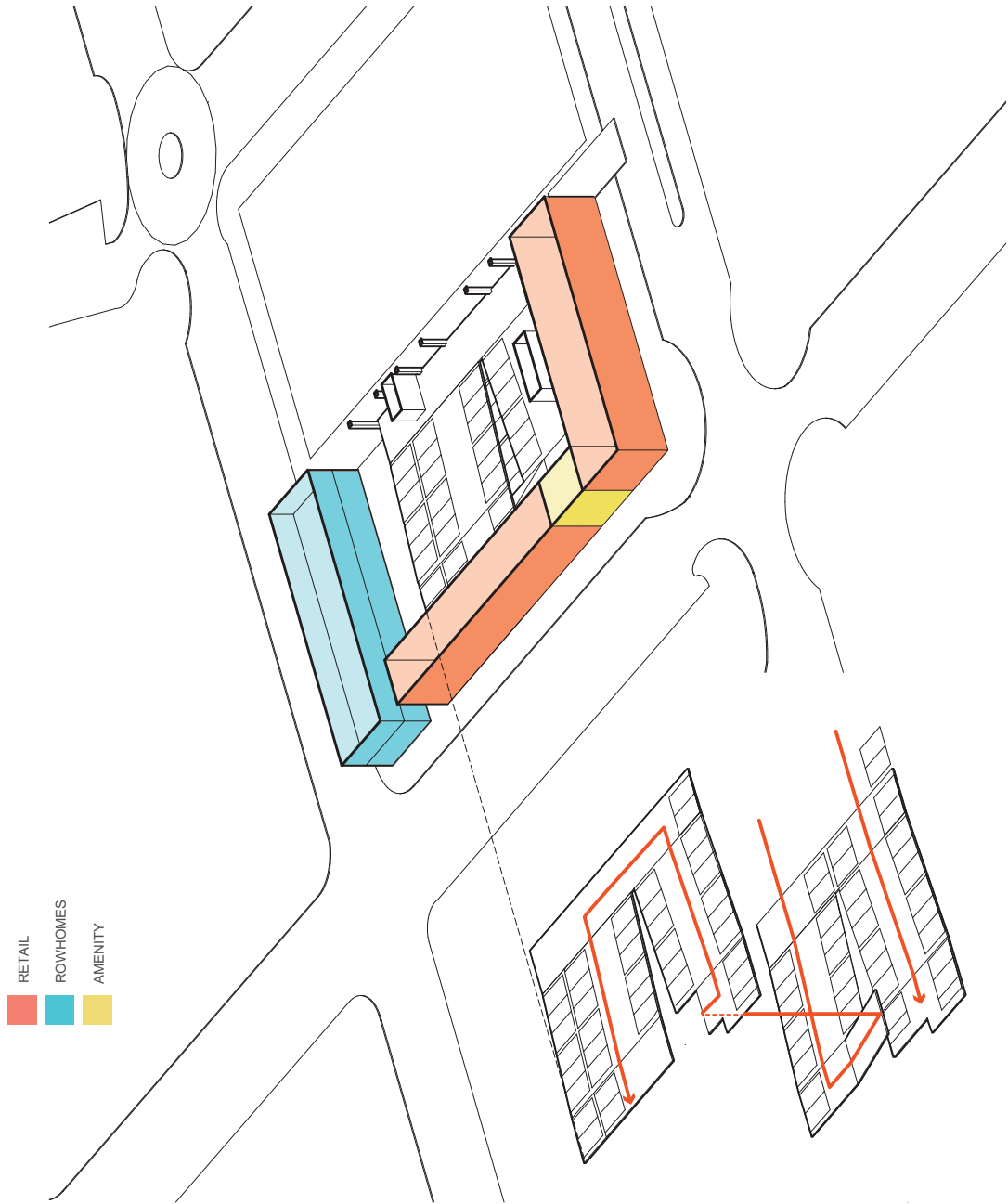
OVERALL 100

AREA BREAKDOWN (S.F.)				
	PARKING	RETAIL	ROW-HOMES	
FLOOR 1	12,000	5,240	2,600	
FLOOR 2	12,000	2,940	2,600	
PODIUM				
	TOWER	TERRACE	ROW-HOMES	
FLOOR 3	8,100	4,000	2,600	
FLOOR 4	8,100	4,000		
FLOOR 5	8,100			
FLOOR 6	8,100			
FLOOR 7	8,100			
FLOOR 8	4,100			

OVERALL 92,580

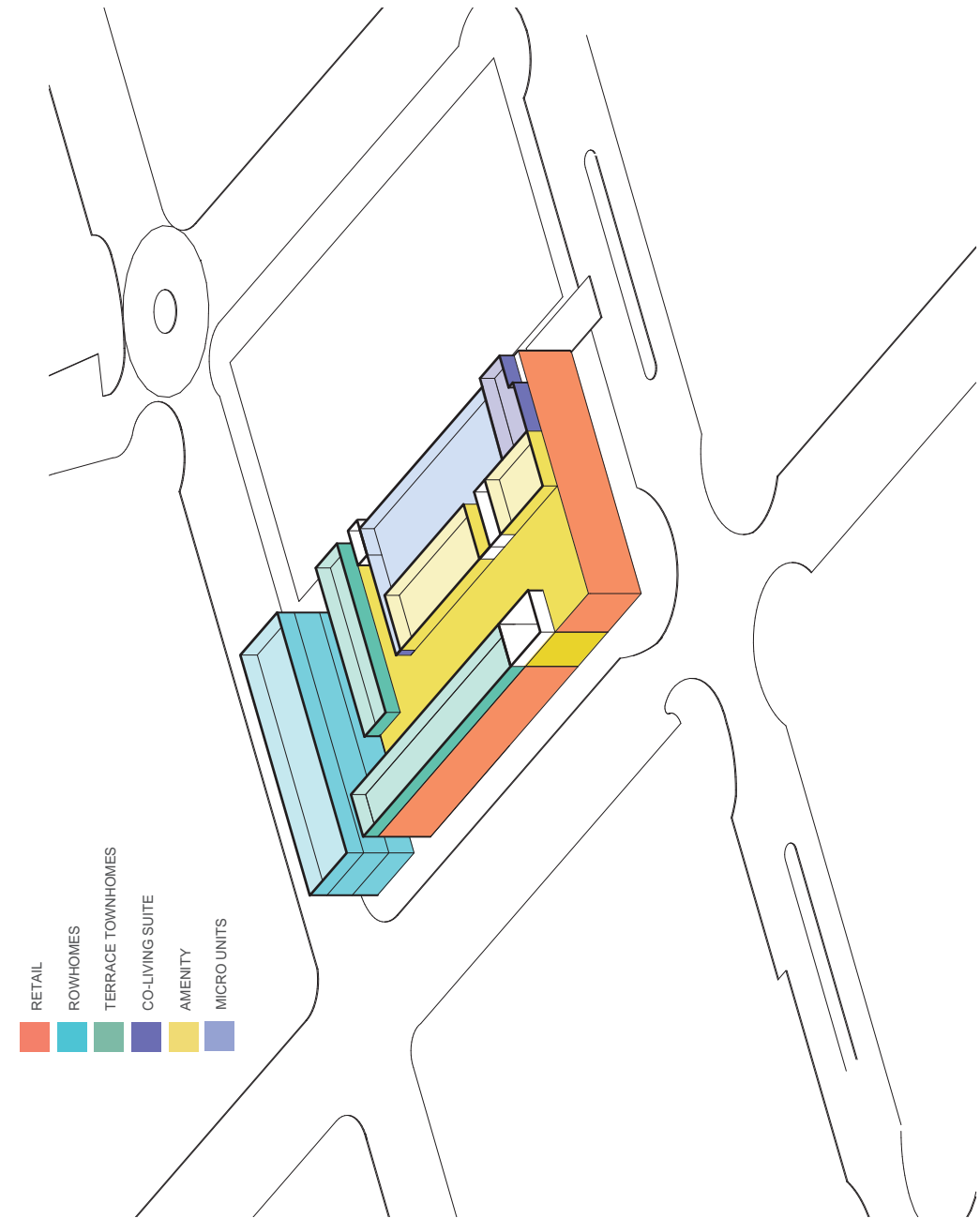
UNIT BREAKDOWN	
3-BD Rowhouses	6
Terrace Townhomes	10
Co-Living Suites	10
Micro-Units	82
Total Residential Units	108

Not shown in this drawing is bike storage, which is provided in a secured, covered area of the garage and will hold approximately 54 bikes or a ratio of half a bike per unit.



BUILDING AREAS - level | +2

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



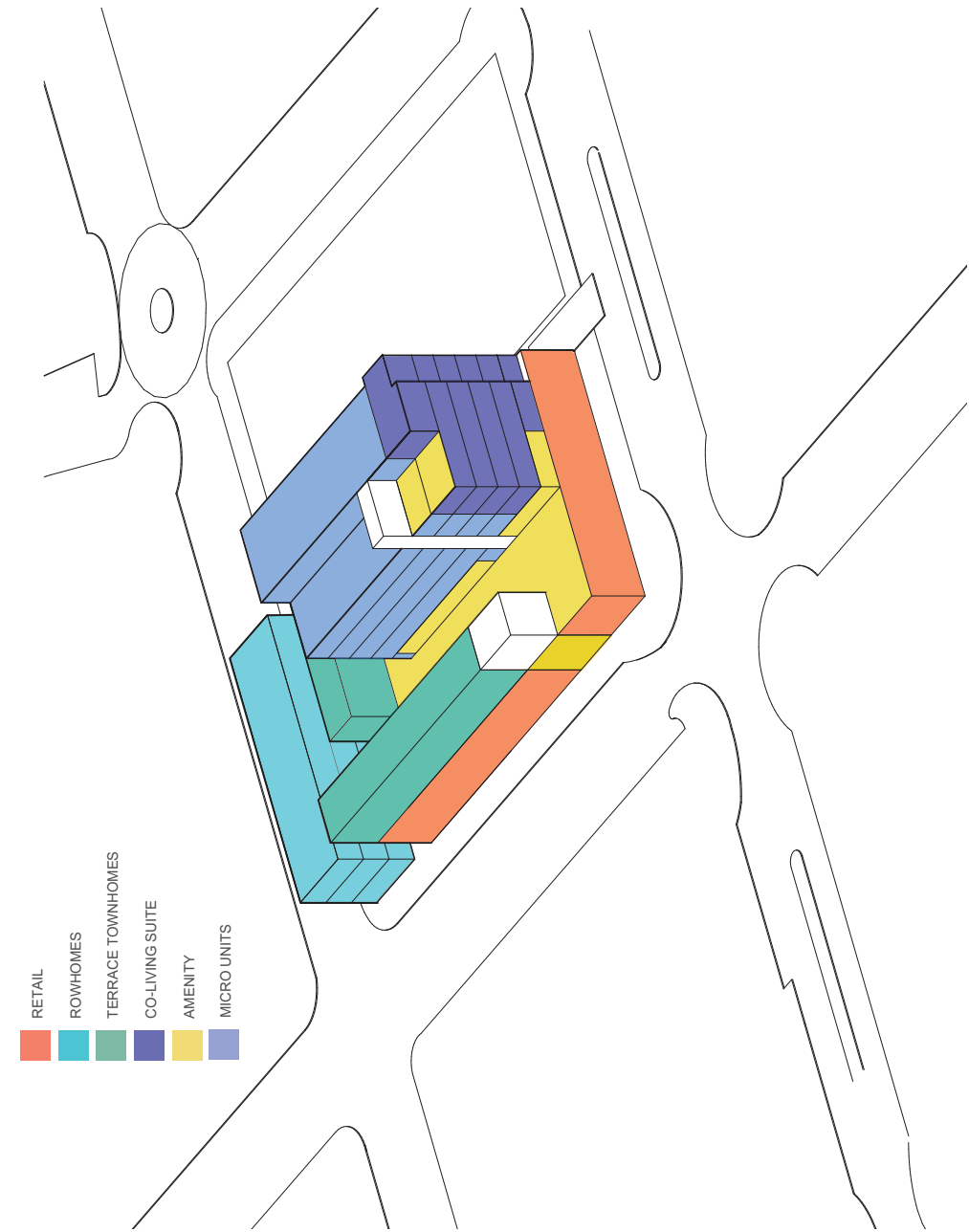
PARKING COUNTS				
	STD	ADA	MOTO	
IN GARAGE	64	3	2	
ON GRADE	5	1	5	
ON STREET	20	-	-	
TOTALS	89	4	7	
OVERALL	100			

AREA BREAKDOWN (S.F.)				
	PARKING	RETAIL	ROW-HOMES	
FLOOR 1	12,000	5,240	2,600	
FLOOR 2	12,000	2,940	2,600	
PODIUM	TOWER	TERRACE	ROW-HOMES	
FLOOR 3	8,100	4,000	2,600	
FLOOR 4	8,100	4,000		
FLOOR 5	8,100			
FLOOR 6	8,100			
FLOOR 7	8,100			
FLOOR 8	4,100			
OVERALL	92,580			

UNIT BREAKDOWN	
3-BD Rowhouses	6
Terrace Townhomes	10
Co-Living Suites	10
Micro-Units	82
Total Residential Units	108

Roughly 2,000 SF of conditioned amenity space will be provided at terrace level and is represented by the yellow box. Outdoor amenity space at the terrace level is roughly 5,000 SF and at the Sky Lounge roughly 1,000 SF.

BUILDING AREAS - level 3



PARKING COUNTS				
	STD	ADA	MOTO	
IN GARAGE	64	3	2	
ON GRADE	5	1	5	
ON STREET	20	-	-	
TOTALS	89	4	7	

OVERALL 100

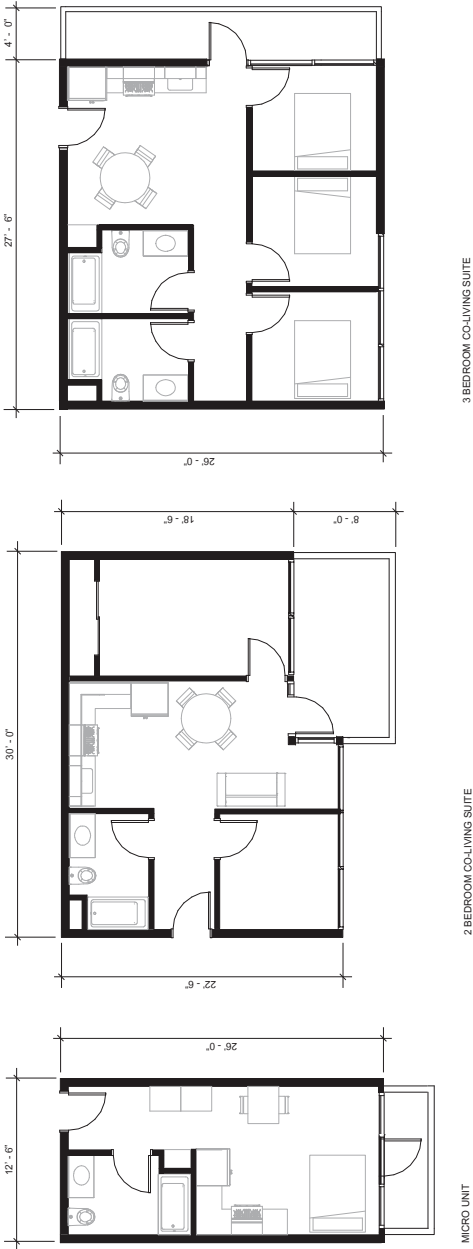
AREA BREAKDOWN (S.F.)				
	PARKING	RETAIL	ROW-HOMES	
FLOOR 1	12,000	5,240	2,600	
FLOOR 2	12,000	2,940	2,600	
	PODIUM	TOWER	TERRACE	ROW-HOMES
FLOOR 3		8,100	4,000	2,600
FLOOR 4		8,100	4,000	
FLOOR 5		8,100		
FLOOR 6		8,100		
FLOOR 7		8,100		
FLOOR 8		4,100		

OVERALL 92,580

UNIT BREAKDOWN	
3-BD Rowhouses	6
Terrace Townhomes	10
Co-Living Suites	10
Micro-Units	82
Total Residential Units	108

BUILDING AREAS - summary

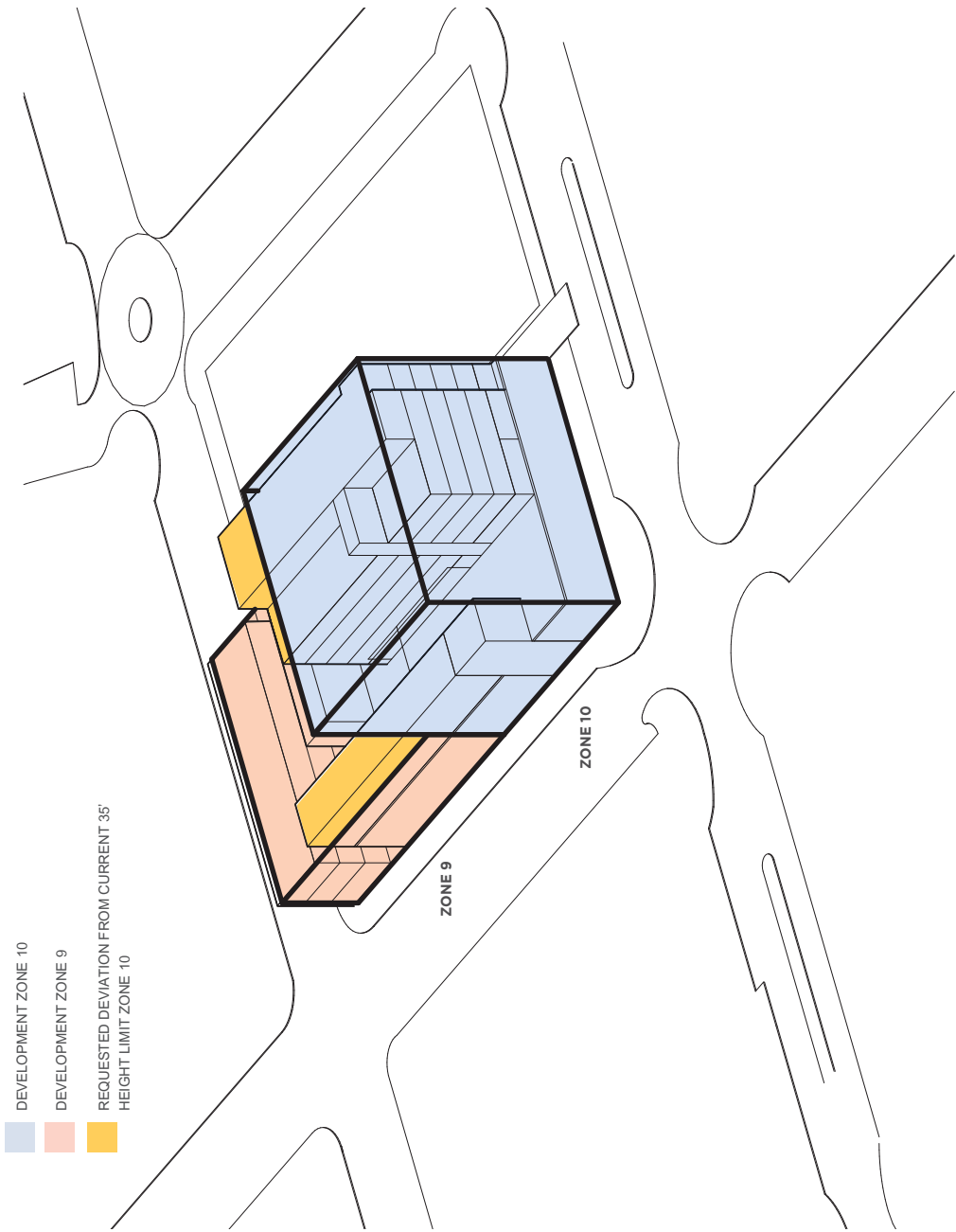
8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



Not pictured:
Terrace Townhomes and Rowhomes

REPRESENTATIVE UNIT PLANS

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



The development team has made every effort to design the project within the regulations of the Downtown Specific Plan. Balancing the difficult site constraints, financial feasibility and the development regulations, the proposed project deviates only slightly from the Downtown Specific Plan and proposed plan update. The project meets the intent of the plan if not all of the specific regulations. The development team will request a slight deviation from the current 38' height limit in zone 10 (to 47'), as well as the parking requirement reduction discussed on page 7. Both of these modifications are consistent with the intent of Specific Plan Update.

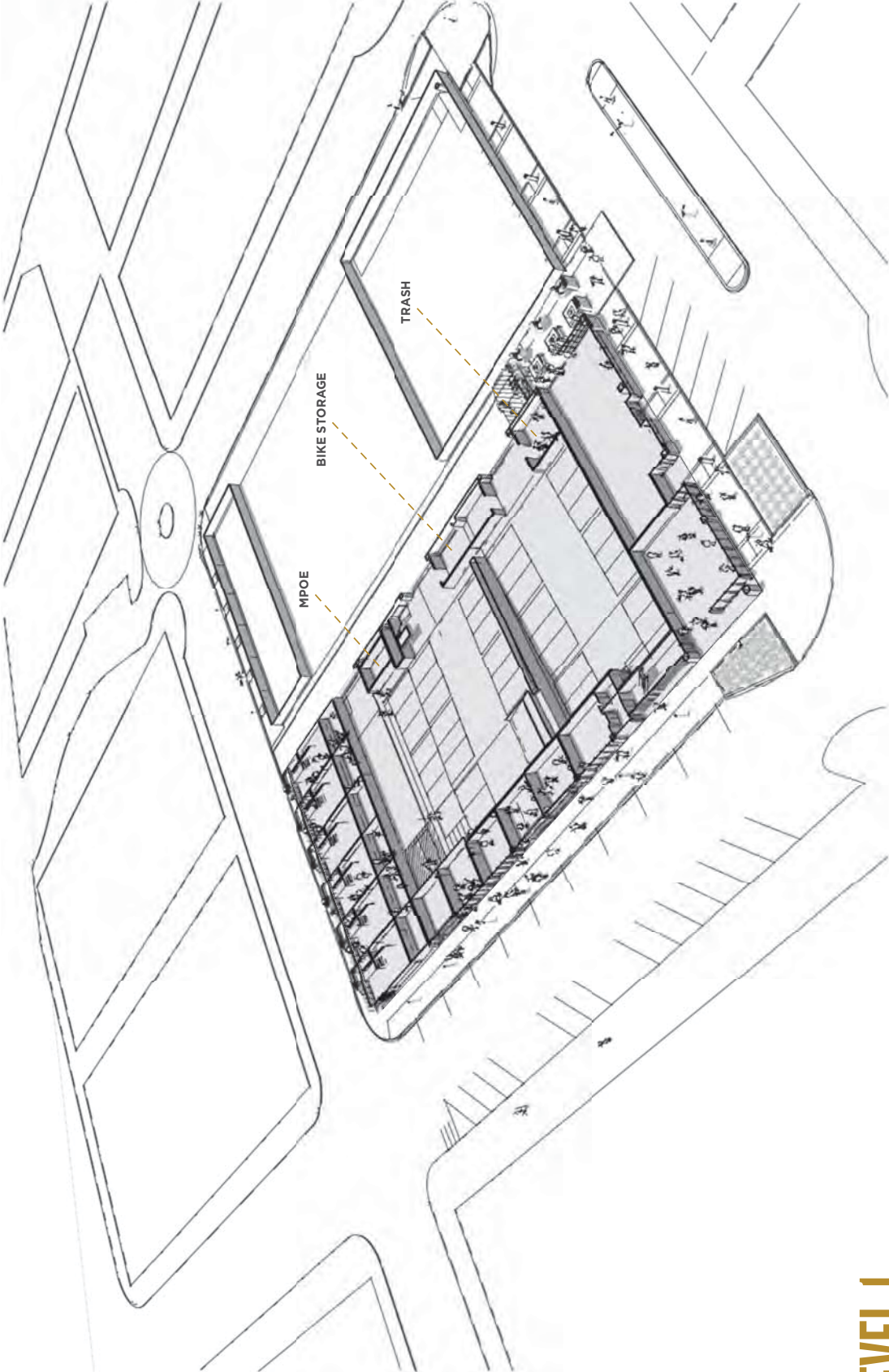
Development Zone #9
FAR: 5:1 max, 2.5:1 minimum
Maximum Height: 90'
½ Parcel Size: 14,375 SF
Maximum density on ½ parcel: 71,875 SF
Minimum density on ½ parcel: 35,938 SF
Permitted Uses: mixed-use, Main Street retail focus

Development Zone #10
FAR: 3:1
Maximum Height: 35'; Specific Plan update proposes 75'
½ Parcel Size: 14,375 SF
Maximum density on ½ parcel: 43,125 SF
Permitted Use: Mixed-use, neighborhood focus

PROPOSED
Site FAR = 92,580/28,750 = 3.2
Note: The development team has not been able to determine the specific boundary between Zone 10 and Zone 9. The proposed overall FAR of 3.2 is within the FAR ranges of the Specific Plan.

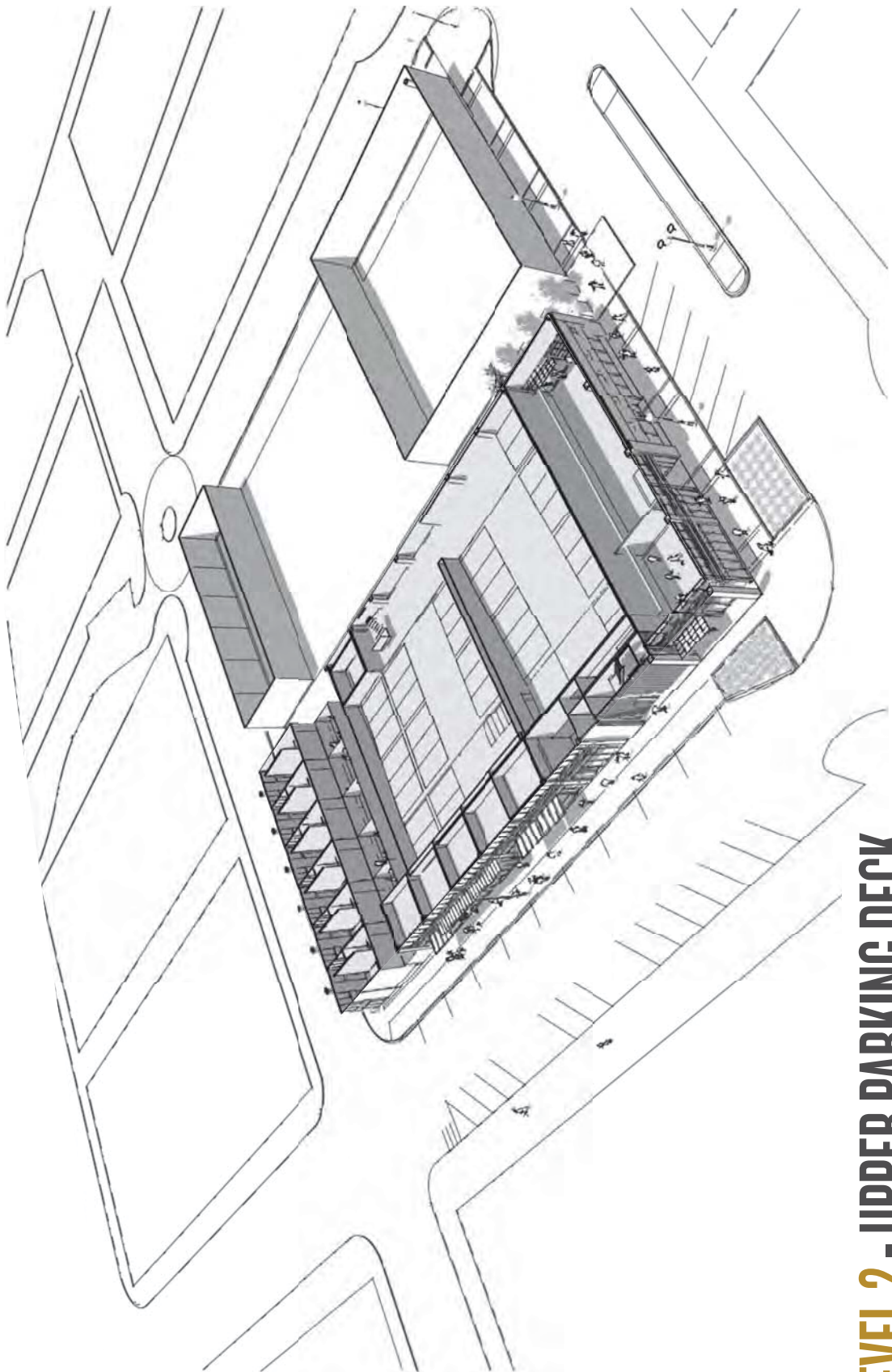
ZONING ANALYSIS

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



LEVEL I

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES

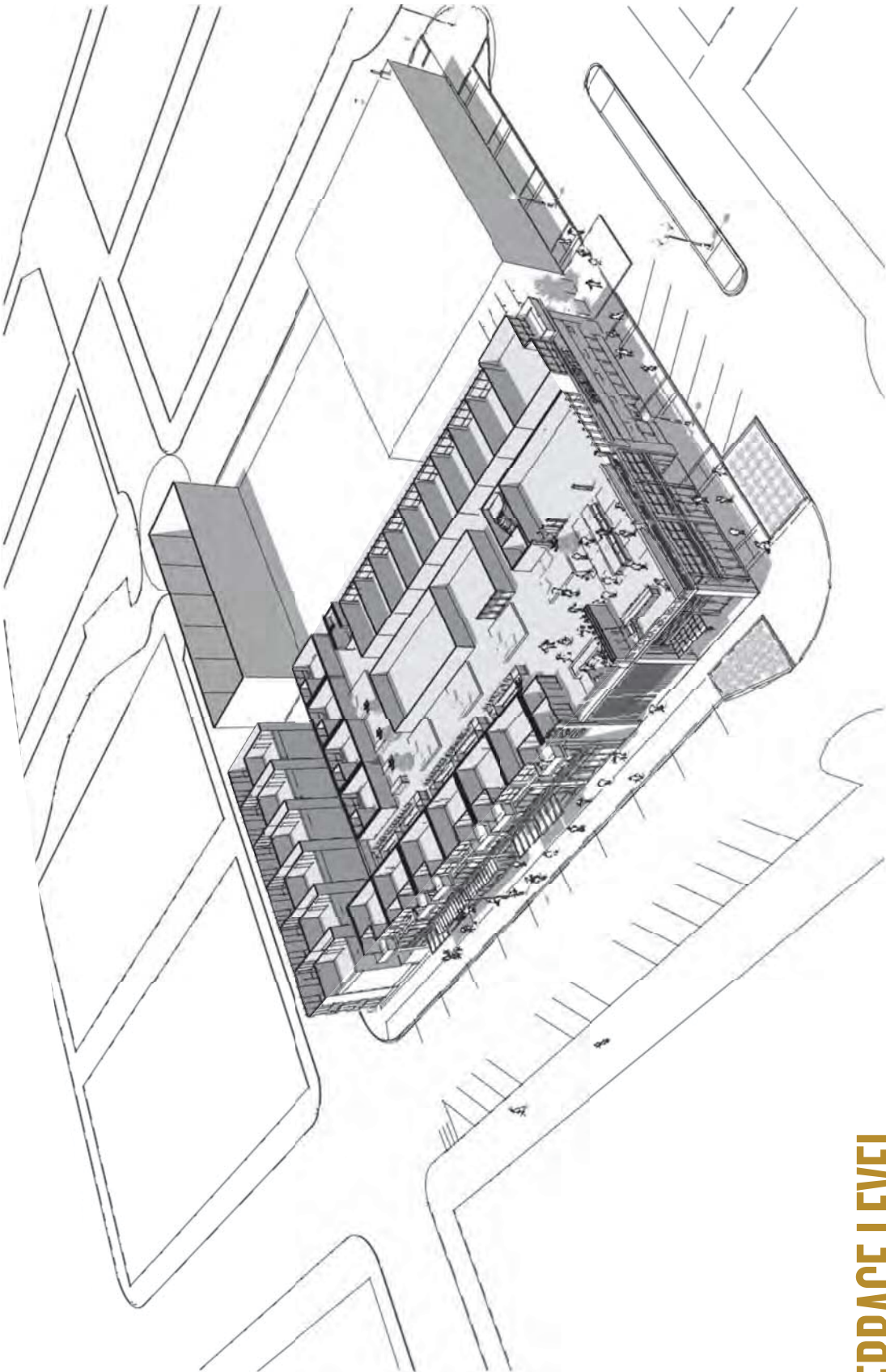


LEVEL 2 - UPPER PARKING DECK

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES

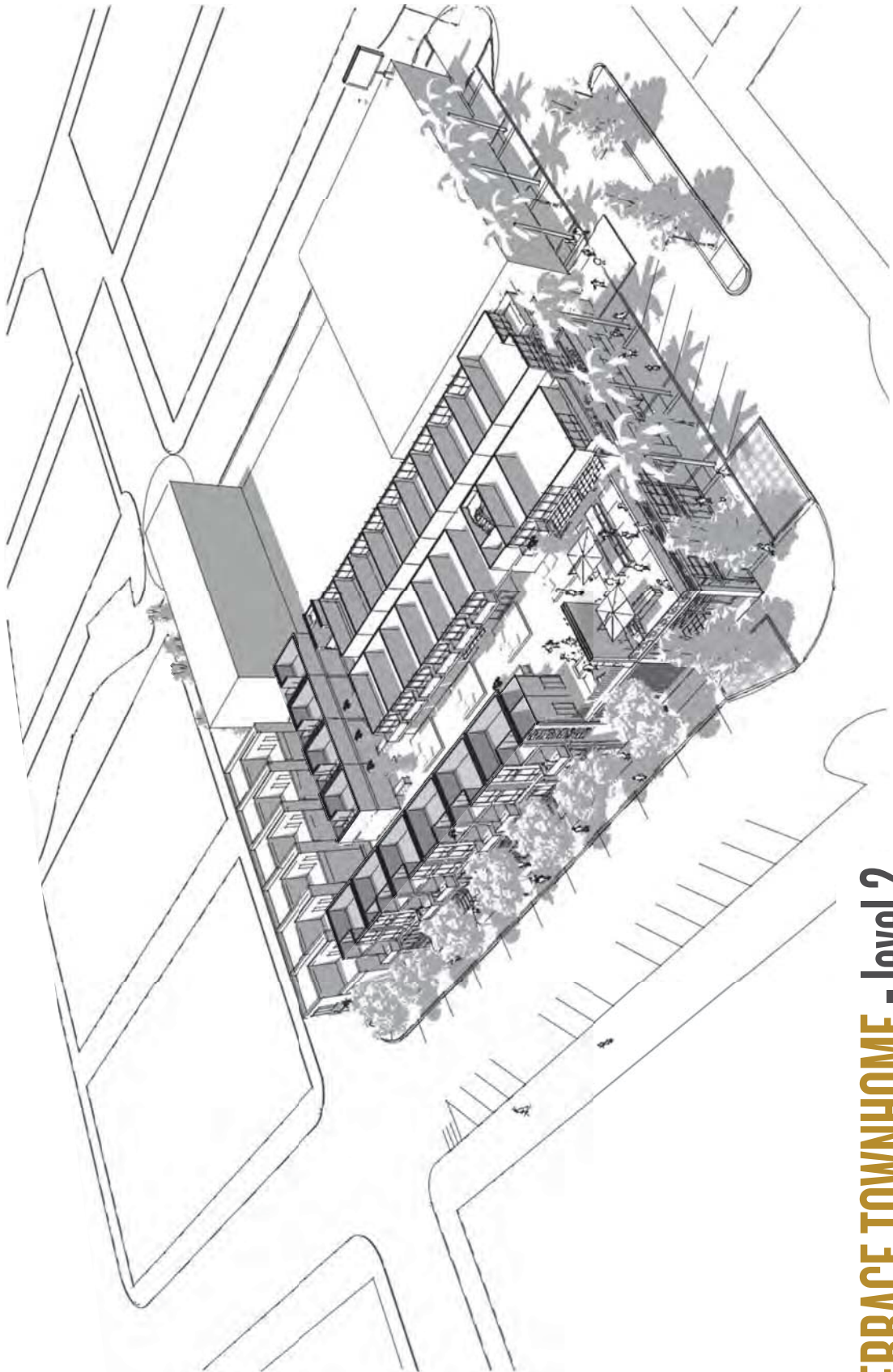
30

Exhibit "B" to the Purchase and Sale Agreement for 130 E. 8th St.



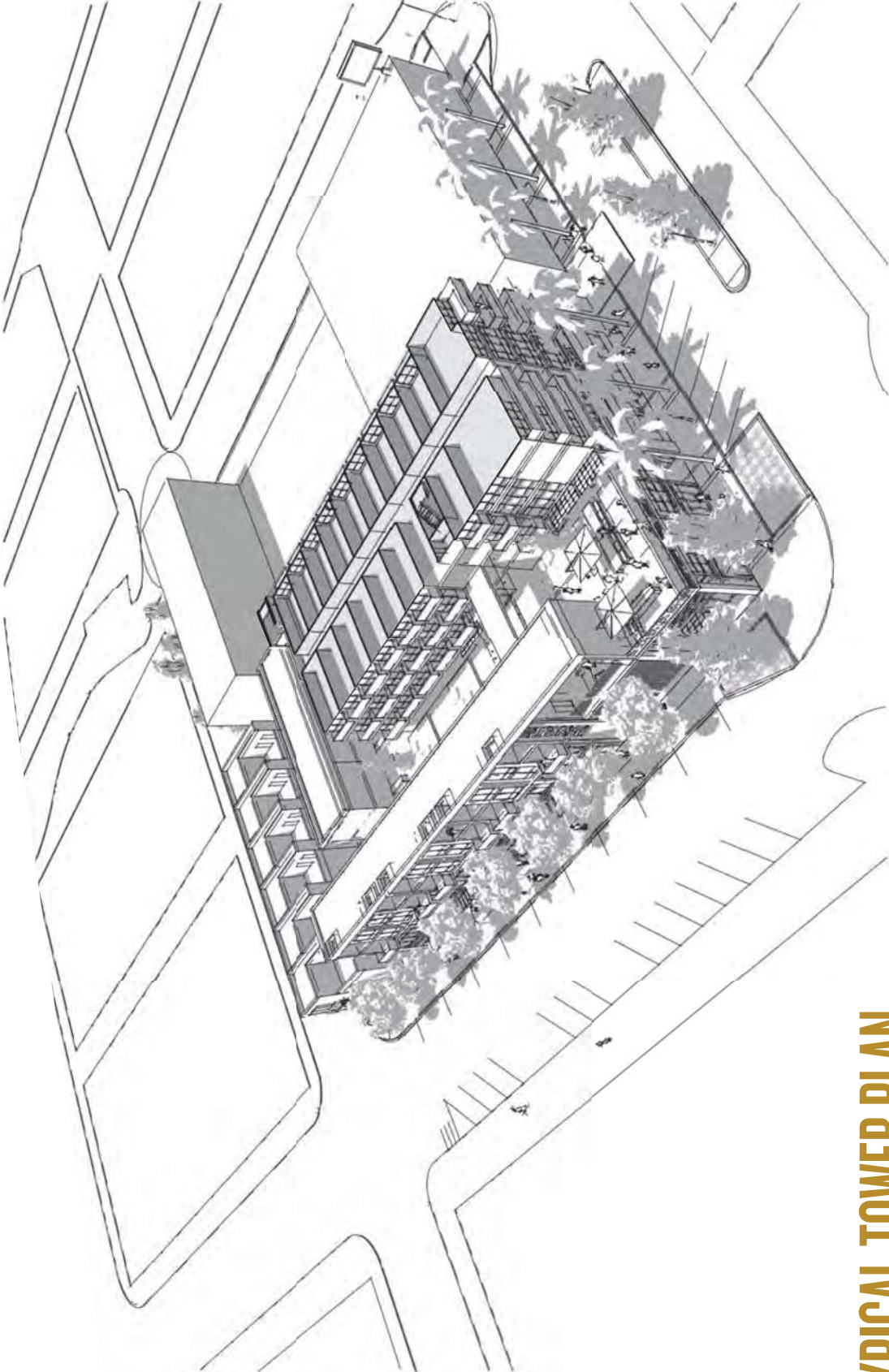
TERRACE LEVEL

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



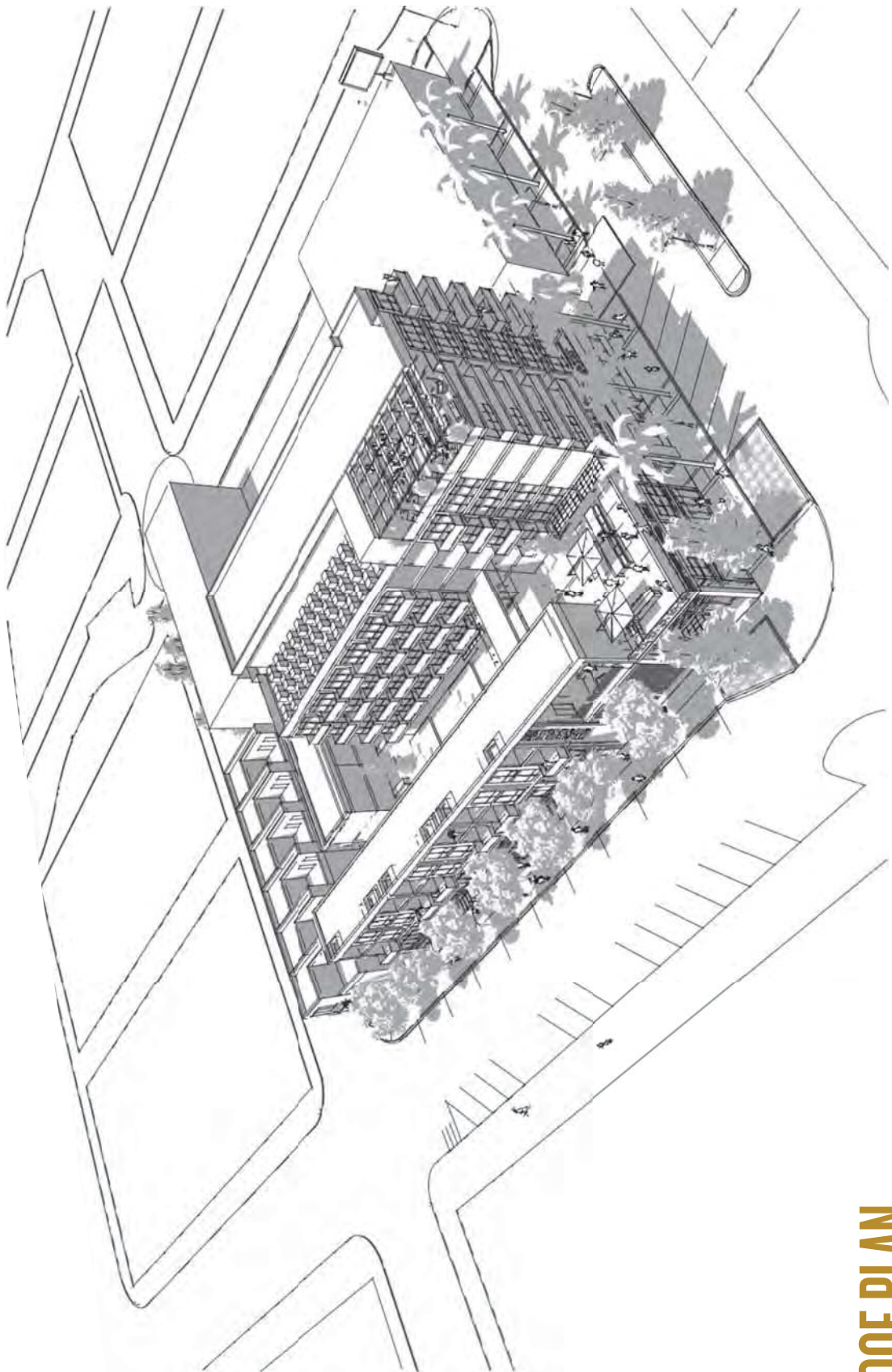
TERRACE TOWNHOME - level 2

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



TYPICAL TOWER PLAN

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES

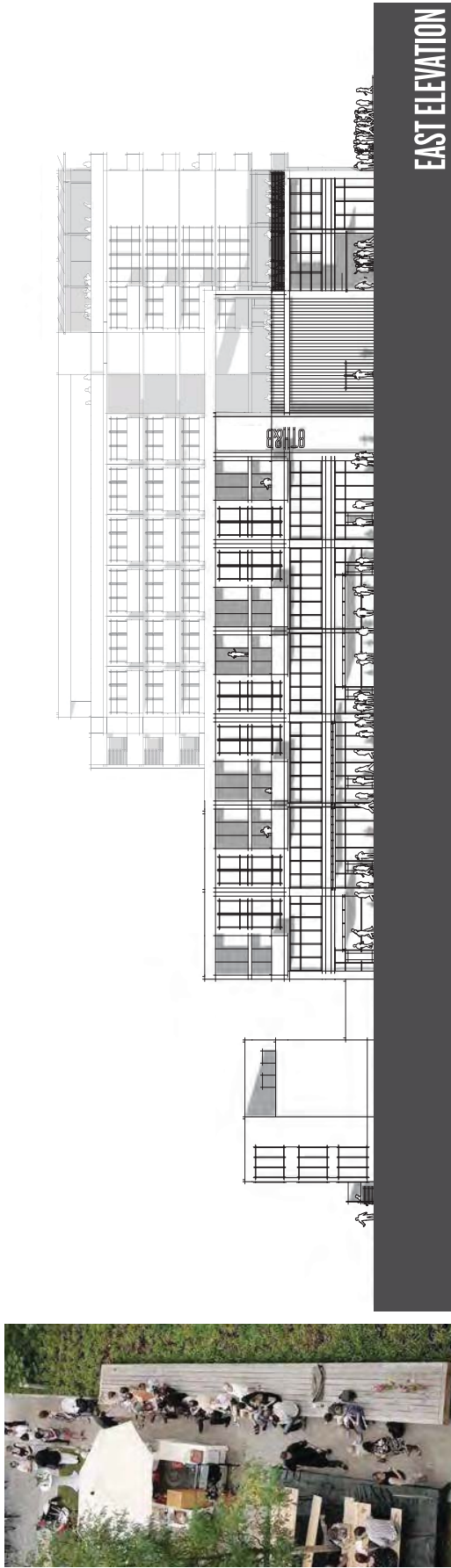


ROOF PLAN

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES

34

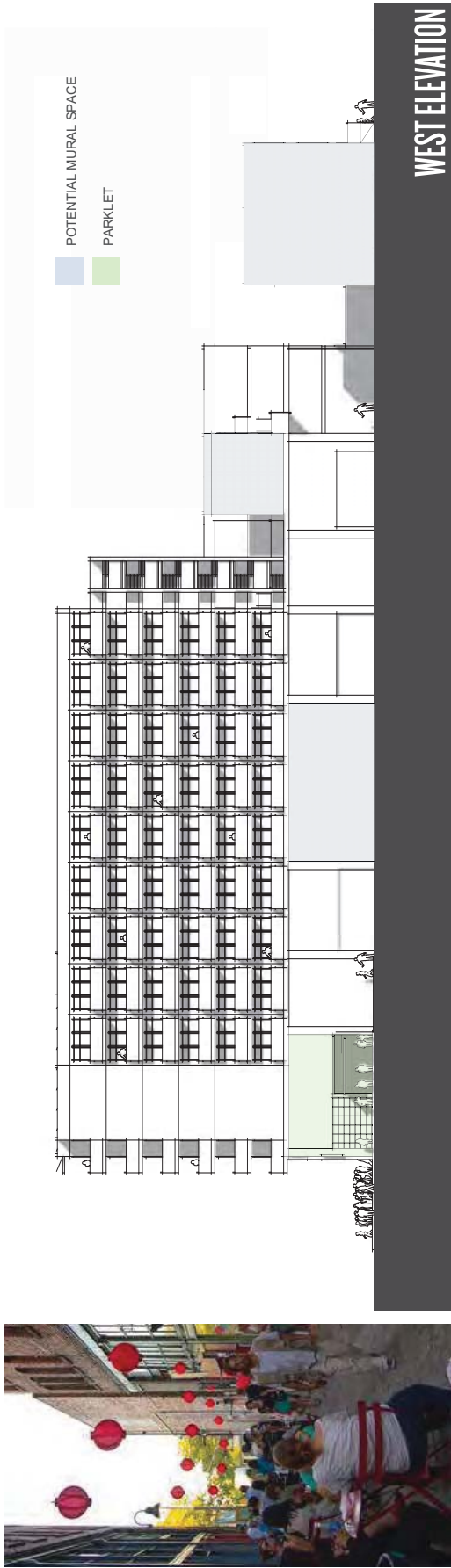
Exhibit "B" to the Purchase and Sale Agreement for 130 E. 8th St.



The design of the east elevation features a pedestrian orientation which will foster a vibrant and active street life. The development team envisions fast casual eateries with indoor/outdoor counter seating, and/or other retail spaces with glass storefronts.

STREET ACTIVATION - site furnishings & parklets

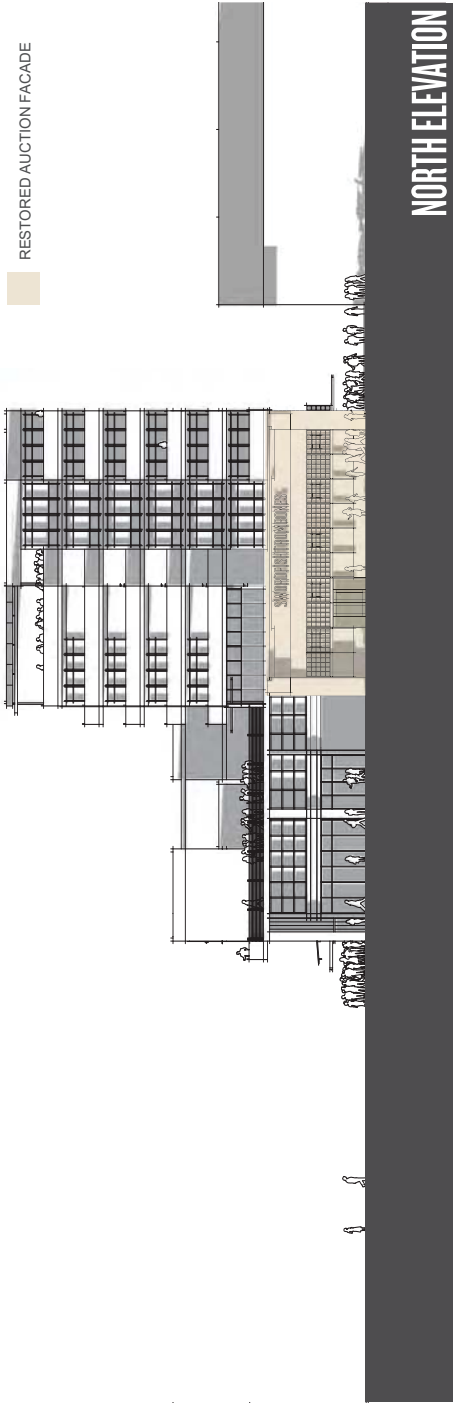
8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



A signature restaurant behind the vintage H&M Goodies Family Auction storefront will feature roll-up doors opening to outdoor seating in the new parklet. The west elevation includes multiple opportunities for public art in the parklet space and murals above garage entrance.

ALLEY TRANSFORMATION

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



The North elevation maintains the Main Street look and feel by retaining the existing Auction House storefront with its clerestory windows and Art Deco detailing. A signature restaurant in this space will open to the new parklet in the front portion of the alleyway, creating an energetic street-level experience.

RETAIL ACTIVATION



SOUTH ELEVATION



3-story Townhomes along 9th street are in keeping with the residential scale and rhythm already established. These homes aim to reflect the character, charm and history of the surrounding single-family neighborhood

CONTEXT, SCALE, & CHARACTER



BIRD'S EYE VIEW FROM CORNER OF 8TH AND B

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



VIEW FROM CORNER OF 8TH AND B

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



VIEW FROM 9TH ST AND ALLEY

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



VIEW FROM 8TH ST AND ALLEY

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES



VIEW OF B ST.

8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES

COMMUNITY BENEFITS

THE DEVELOPMENT AT 8TH AND B IS INTENDED TO EMBRACE AND ENGAGE THE COMMUNITY, OFFERING A GREAT PLACE TO LIVE, WORK AND PLAY AND CONTRIBUTING TO THE REEMERGENCE OF DOWNTOWN NATIONAL CITY AS A THRIVING CITY CENTER.

In keeping with the vision and policies outlined in the National City Downtown Specific Plan, the 8th and B this development will be a model for a vibrant, pedestrian oriented, walkable downtown center, with high quality street-facing buildings and a visually appealing streetscape that supports street level activities. This project will meet the goals and objectives of the National City Downtown Specific Plan as follows:

ECONOMIC INVESTMENT OBJECTIVES

- Encourage investment in the downtown area by serving as a catalyst for future development
- Coordinate with the Navy to encourage more military personnel to live and shop in downtown by providing housing opportunities and retail well-suited for their needs
- Encourage more housing in downtown to help support local retail and service markets by providing 108 new housing units downtown
- Create a mixture of services and retail opportunities within the downtown to help keep money in the local economy by providing 7000 SF of retail and restaurant opportunities



8TH & B | NATIONAL CITY | MALICK INFILL DEVELOPMENT & PROTEA PROPERTIES

Exhibit "B" to the Purchase and Sale Agreement for 130 E. 8th St.

PARKING OBJECTIVES

- Provides for smaller units with associated lowered parking requirements (82 micro living units with a proposed parking ration of 0.5)
- Includes Transportation Demand Management plan to encourage alternate forms of transportation
- Provides alternative parking space for other forms of transportation including motorcycles, scooters, bikes, small autos/electric vehicles
- Provides curb space for rideshare/vanpool/carshare/future autonomous vehicle drop off

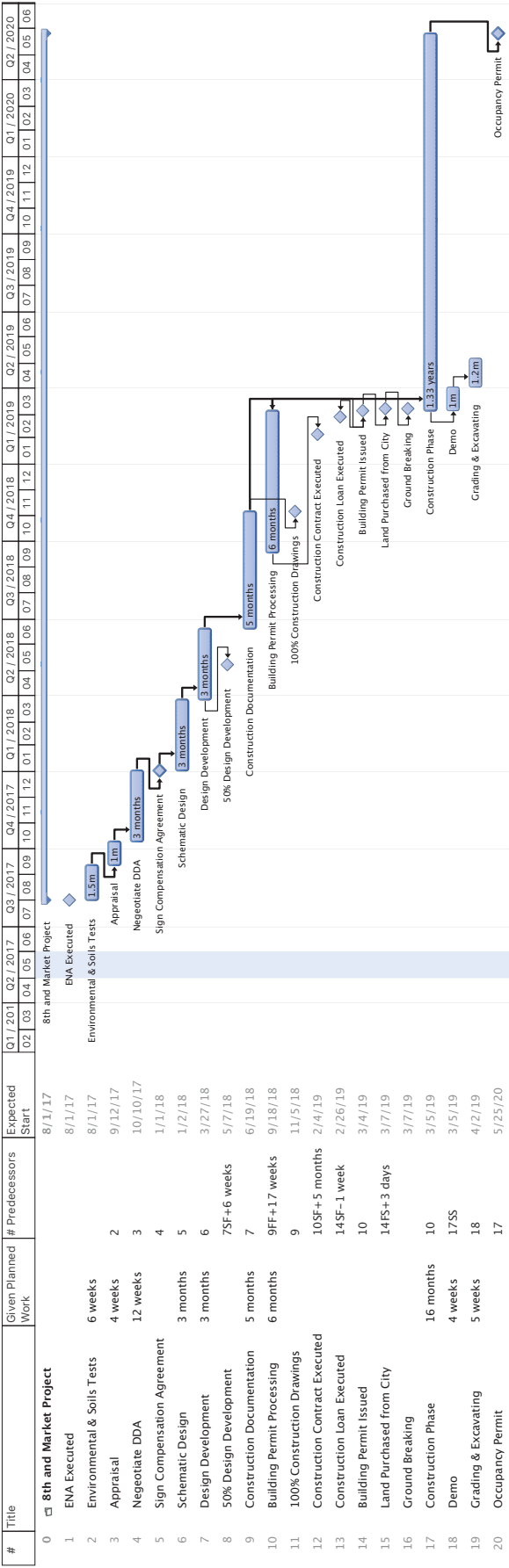
LAND USE AND URBAN DESIGN OBJECTIVES

- Adds density in close proximity to the trolley and high performing transit
- Provides micro-units with appropriate amenities
- Maintains the Main Street look and feel of 8th Street while allowing for new development
- Allows for adaptive reuse for neighborhood character and Main Street storefronts by retaining the vintage auctionhouse storefront
- Provides buffers to single family neighborhoods in/or adjacent to the Specific Plan area to provide a transition to higher density development: (The townhomes on 9th Street will provide a residential scale adjacent to the single family neighborhood and provide a transition to the higher density multi-family development)

MOBILITY AND ACCESS

- Provides for clustered development with access to transit, amenities and services
- Provides a mix of local land uses that could help to lower trips and vehicular miles travelled

SCHEDULE



In reviewing the information provided in these materials, please keep in mind that the 8th and B project is still in the development stage; many of the items are preliminary concepts or estimates. We are actively reviewing and refining the Project to reflect site and market conditions and opportunities, feedback from the City and other stakeholders, and other considerations. As a result, many aspects of the Project described in these materials, including but not limited to the cost, design (including unit types, unit count, and square footages), programming (including target retail tenant mix), proformas, and development schedule, will change over time. Please contact us if you wish to receive an update on the Project or on any of the information contained herein.

Table 1	Project Description	Table 2	Estimated Development Costs
I.	Total Site Area	I.	Aqisition Costs
A.	Subject Site		Subject Site
B.	Private Parcels		Private Parcels
C.	Total Site Area		
			Total Acquisition Costs
II.	Gross Building Area	II.	Direct Costs
B.	Residential - Rental		Off Site Improvements
	Net Rentable Area		On Site Improvements/Landscaping
	Tower Circulation* 11,100		Remediation
	Lobby 760		Parking
	Gym/Laundry/Common 2,800		Shell Construction - Residential - Rental
	Common Areas/Circulation		Shell Construction - Commercial
	Gross Building Area		Tenant Improvements - Commercial
C.	Commercial		Amenities/FF&E
	Net Leasable Area		Contingency
	Common Areas/Circulation		
D.	Parking		Total Direct Costs
E.	Grand Total GBA		
			PREVAILING WAGE REQUIREMENTS ARE NOT INCLUDED IN THE DIRECT COSTS ABOVE.
III.	Construction Type	III.	Indirect Costs
	Rowhomes on Grade		Architecture & Engineering
	Commercial & Parking		Permits & Fees
	Townhomes on Podium		Legal & Accounting
	Co-Living Tower		Taxes & Insurance
			Developer Fee
IV.	Number of Stories Above Grade		Marketing/Lease-Up Residential
	Tower		Marketing/Lease-Up Commercial
			Contingency
			Total Indirect Costs
V.	Unit Mix	IV.	Financing Fees
B.	Residential - Rental		Loan Fees
	MicroUnit (Studio)		Interest During Construction
	Co-Living Suite (2 Bed)		Interest During Lease-Up
	Co-Living Suite (3 Bed)		Operating Reserves Lease-Up
			Total Financing Cost
	Podium Townhomes (2 Bed)		
	Rowhomes (3 Bed)		
VI.	Parking	V.	Total Development Costs
A.	Garage Parking		
B.	Covered on Grade Parking		
C.	Street Parking		
D.	Total Parking		
			\$ 24,231,108
			\$ 500,000
			\$ 500,000
			\$ 100,000
			\$ 100,000
			\$ 85,000
			\$ 1,200,000
			\$ 12,044,855
			\$ 1,572,000
			\$ 100,000
			\$ 577,200
			\$ 1,495,645
			\$ 17,274,700
			\$ 1,381,976
			\$ 1,750,000
			\$ 65,000
			\$ 110,000
			\$ 863,735
			\$ 25,000
			\$ 25,000
			\$ 335,698
			\$ 4,556,409
			\$ 246,000
			\$ 758,000
			\$ 822,000
			\$ 74,000
			\$ 1,900,000
			\$ 24,231,108

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*Covered Unconditioned Space

Note: Area Calculations may slightly differ from FAR calculations elsewhere in this package.

Table 4 Net Operating Income - Residential - Rental

I.	Residential Income	# Units	Monthly Rent	Rent/SF	Total Annual
	MicroUnit - Studio	82	\$ 1,400	\$ 4.67	\$ 1,377,600
	Co-Living Suite (2-Bed)	6	\$ 2,250	\$ 3.46	\$ 162,000
	Co-Living Suite (3-Bed)	4	\$ 3,200	\$ 4.64	\$ 153,600
	Terrace Townhome (2-Bed)	10	\$ 2,500	\$ 3.13	\$ 300,000
	Rowhome (3-Bed)	6	\$ 2,995	\$ 2.30	\$ 215,640
	Total/Average	108	\$ 1,704	\$ 4.32	\$ 2,208,840
II.	Total Residential Income				
	Other Income	\$ 89.33	Unit/Month	\$	\$ 115,770
III.	Gross Scheduled Income (GSI)				\$ 2,324,610
	(Less) Vacancy	5%			\$ (116,231)
IV.	Effective Gross Income (EGI)				\$ 2,208,380
V.	Operating Expenses				
	(Less) Operating Expenses	\$ (1,732.59)	Unit/Year		\$ (187,119)
	(Less) Replacement Reserves	\$ (577.53)	Unit/Year		\$ (62,373)
	(Less) Property Taxes	\$ (3,334.70)	Unit/Year		\$ (360,147)
	(Less) Services/Amenities	\$ (130.47)	Unit/Year		\$ (14,091)
	Total Operating Expenses	\$ (5,775.29)	Unit/Year		\$ (623,731)
VII.	Net Operating Income (NOI) - Residential - Rental				\$ 1,584,649

Table 5 Net Operating Income - Commercial

I.	Gross Scheduled Income (GSI)	SF	Rent/SF	Total Annual
	Boutique Commercial 1	400	\$ 3.00	\$ 14,400
	Boutique Commercial 2	400	\$ 3.00	\$ 14,400
	Boutique Commercial 3	400	\$ 3.00	\$ 14,400
	Boutique Commercial 4	400	\$ 3.00	\$ 14,400
	Boutique Commercial 5	400	\$ 3.00	\$ 14,400
	Anchor Food & Beverage	3240	\$ 2.01	\$ 78,000
	Total/Average GSI	5240	\$ 2.39	\$ 150,000
II.	Effective Gross Income (EGI)			
	(Less) Vacancy	10%		\$ (15,000)
	Total Effective Gross Income			\$ 135,000
III.	Operating Expenses			
	(Less) Commercial Operating Expenses			\$ (20,250)
IV.	Net Operating Income (NOI) - Commercial			\$ 114,750

In reviewing the information provided in these materials, please keep in mind that the 8th and B project is still in the development stage; many of the items are preliminary concepts or estimates. We are actively reviewing and refining the Project to reflect site and market conditions and opportunities, feedback from the City and other stakeholders, and other considerations. As a result, many aspects of the Project described in these materials, including but not limited to, the cost, design (including unit types, unit count, and square footages), programming (including target retail tenant mix), proformas, and development schedule, will change over time. Please contact us if you wish to receive an update on the Project or on any of the information contained herein.

Table 6		Table 7			
Financing Surplus/Deficit		Permanent Sources and Uses By Component			
I.	Sources of Funds	I.	Uses of Funds	Total	
	Supportable Permanent Loan - Rental Residential		A. Development Costs		\$ 30,398,156
	Equity Contribution		B. Proposed Land Payment		\$ 500,000
	Income During Lease-Up		C. Total Uses of Funds		\$ 30,898,156
	Total Sources of Funds				
II.	(Less) Development Costs	II.	Permanent Sources of Funds		
		A.	Private Sources of Funds	Equity	\$ 8,632,172
III.	Financing Surplus/(Deficit)			Debt	\$ 21,628,709
	(1) Supportable Perm Loan Assumptions:			Income during Lease-Up	\$ 637,274
	Net Operating Income		B. Public Sources of Funds		
	Debt Service Coverage Ratio				
	Interest Rate		C. Total Sources of Funds		\$ 30,898,156
	Term (Years)*				
	Annual Debt Service				

This project meets the lending criteria to qualify as a residential structure.
Commercial portion of project will not need to be separately financed.
*Assumes 30 Year Amortization

In reviewing the information provided in these materials, please keep in mind that the 8th and B project is still in the development stage; many of the items are preliminary concepts or estimates. We are actively reviewing and refining the Project to reflect site and market conditions and opportunities, feedback from the City and other stakeholders, and other considerations. As a result, many aspects of the Project described in these materials, including but not limited to, the cost, design (including unit types, unit count, and square footages), programming (including target retail tenant mix), proformas, and development schedule, will change over time. Please contact us if you wish to receive an update on the Project or on any of the information contained herein.

Exhibit C

Property Information

Based on a preliminary consistency review the project is in line with the updated Downtown Specific Plan.

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL PROPERTY
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
FOR THE SALE OF PROPERTY LOCATED AT 130 EAST 8TH STREET
IN NATIONAL CITY TO PROTEA NATIONAL CITY, LLC

WHEREAS, the City owns certain real property ("Property") located at 130 East 8th Street in National City; and

WHEREAS, the Property was designated as a site for future development by the Revised Long Range Property Management Plan approved by the State of California Department of Finance for properties previously owned by the Successor Agency to Community Development Commission of the City of National City as the National City Redevelopment Agency; and

WHEREAS, IDNP Holdings, LLC ("Developer") responded to the Downtown National City Smart Growth Request for Proposals ("RFP") issued by the City on March 15, 2017; and

WHEREAS, the City selected the Developer's proposal through the RFP process and entered into an Exclusive Negotiating Agreement with the Developer on June 20, 2017; and

WHEREAS, the Developer has agreed to purchase the Property for the appraised value of \$520,000 and has formed Protea National City, LLC as the entity that will purchase and hold title to the Property and construct the proposed project described in the Developer's proposal; and

WHEREAS, the sale of the Property is subject to the execution of a Compensation Agreement between the affected taxing entities.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute a real property Purchase and Sale Agreement and Joint Escrow Instructions for the sale of property located at 130 East 8th Street in National City to Protea National City, LLC.

PASSED and ADOPTED this 16th day of January, 2018.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving and authorizing the issuance of a written report pertaining to a moratorium ordinance prohibiting the issuance of massage technician permits or licenses for a period of 10 months and 15

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO. |

ITEM TITLE: Resolution of the City Council of the City of National City approving and authorizing the issuance of a written report pertaining to a moratorium ordinance prohibiting the issuance of massage technician permits or licenses for a period of 10 months and 15 days, and prohibiting new massage establishments from locating within National City for a period of 10 months and 15 days.

PREPARED BY: Nicole Pedone

DEPARTMENT: City Attorney

PHONE: Ext. 4221

APPROVED BY: 

EXPLANATION:

Please see attached staff report.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt resolution and authorize the issuance of report.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Proposed Resolution
Exhibit "A": Report (Government Code Section 65858(d))




STAFF REPORT

SUBJECT: Resolution of the City Council of the City of National City approving and authorizing the issuance of a written report pertaining to a moratorium ordinance prohibiting the issuance of massage technician permits or licenses for a period of 10 months and 15 days, and prohibiting new massage establishments from locating within National City for a period of 10 months and 15 days.

On March 7, 2017, the City Council enacted interim Ordinance No. 2017-2433 as an urgency ordinance, to take effect immediately, imposing a 45-day moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City. On April 4, 2017, the City Council adopted Resolution No. 2017-43 approving and authorizing issuance of a written report pertaining to a moratorium ordinance prohibiting the issuance of massage technician permits or licenses and prohibiting new massage establishments from locating within the City. On April 18, 2017, the City Council enacted Ordinance No. 2017-2435 as an urgency ordinance, to take effect immediately, extending the moratorium prohibiting the issuance of massage technician permits or licenses and prohibiting new massage establishments from locating within the City of National City for 10 months and 15 days. The moratorium will expire on March 5, 2018, unless extended. Section 65858(d) of the Government Code provides that 10 days prior to the expiration of an interim ordinance, the City Council shall issue a written report describing the measures taken to alleviate the condition that led to adoption of the ordinance.

A report is attached which complies with the requirements of Section 65858(d). Briefly stated, the report, discusses the need to revise the City's regulations pertaining to such establishments, obtain Planning Commission approval, draft and review a new application procedure for these types of businesses and complete a City-wide comprehensive fee study expected to be finished in the summer of 2018.

The proposed resolution would approve and authorize issuance of this report. An ordinance will be placed on the February 6, 2018 Council agenda proposing that the moratorium be extended for one more year as authorized by Section 65858(a) of the Government Code.



Nicole Pedone
Senior Assistant City Attorney

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING AND AUTHORIZING ISSUANCE OF A WRITTEN REPORT
PERTAINING TO A MORATORIUM ORDINANCE PROHIBITING
THE ISSUANCE OF MASSAGE TECHNICIAN PERMITS OR LICENSES
FOR A PERIOD OF 10 MONTHS AND 15 DAYS AND PROHIBITING
NEW MASSAGE ESTABLISHMENTS FROM LOCATING WITHIN
NATIONAL CITY FOR A PERIOD OF 10 MONTHS AND 15 DAYS

WHEREAS, at the City Council meeting of March 7, 2017, the City Council enacted Ordinance No. 2017-2433, "An Ordinance of the City Council of the City of National City Adopted Pursuant to Government Code Section 65858 as an Urgency Measure to take effect immediately, enacting a moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City of National City for a period of 45 days"; and

WHEREAS, at the City Council meeting of April 18, 2017, the City Council enacted Ordinance No. 2017-2435, "An Ordinance of the City Council of the City of National City Adopted Pursuant to Government Code Section 65858 as an Urgency Measure to take effect immediately, extending for 10 months and 15 days a moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City of National City"; and

WHEREAS, the moratorium enacted pursuant to Ordinance No. 2017-2435 will expire on March 5, 2018, subject to extension for one year by action of the City Council; and

WHEREAS, Section 65858(d) of the Government Code provides that 10 days prior to the expiration of the interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance; and

WHEREAS, a Report satisfying the requirements of Government Code Section 65858(d) is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, issuance of the Report by the City Council is a necessary action for the Council to be able to consider a further extension of the moratorium.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby finds and determines that the Report attached hereto as Exhibit "A" satisfies the requirements of Government Code Section 65858(d), and hereby approves and authorizes issuance of said Report.

[Signature Page to Follow]

PASSED and ADOPTED this 16th day of January, 2018.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

EXHIBIT A

REPORT TO THE CITY COUNCIL

MORATORIUM ORDINANCE PROHIBITING THE ISSUANCE OF MASSAGE TECHNICIAN PERMITS OR LICENSES FOR A PERIOD OF 10 MONTHS AND 15 DAYS, AND PROHIBITING NEW MASSAGE ESTABLISHMENTS FROM LOCATING WITHIN THE CITY FOR A PERIOD OF 10 MONTHS AND 15 DAYS

(Government Code Section 65858(d))

On March 7, 2017, the City Council enacted Ordinance No. 2017-2433 as an urgency ordinance, to take effect immediately, imposing a 45-day moratorium prohibiting the issuance of massage technician permits or licenses, and prohibiting new massage establishments from locating within the City. The police department had reported an increase in prostitution activity at several massage businesses in the City, including instances of human trafficking. On April 4, 2017, the City Council adopted Resolution No. 2017-43 approving and authorizing issuance of a written report pertaining to a moratorium ordinance prohibiting the issuance of massage technician permits or licenses and prohibiting new massage establishments from locating within the City. City staff inventoried all of the massage businesses in the City and took appropriate steps to ensure the illegal massage businesses shut down and vacated the premises. On April 18, 2017, the City Council held a public hearing, and after oral and documentary evidence was heard adopted an urgency ordinance to extend for an additional period of 10 months and 15 days, the 45 day moratorium established by Ordinance No. 2017-2433. Since the last extension of that Ordinance, the City has taken the following actions to alleviate the condition that led to the adoption of the ordinance:

1. Review and Amendment of Current National City Municipal Code regulations: The City Attorney's Office continues to revise Chapters 10.70 (Police Regulated Business Regulations), 10.79 (Massage Establishments), and 18.30 (Adult Oriented Businesses). The City Attorney's Office has had regular meetings, and continues to have regular meetings, with the Planning Department, Finance Department, Neighborhood Services, Fire, and Police, to discuss properly zoning massage establishments and establishing a Conditional Use Permit requirement. This review also includes a review of other city municipal codes related to massage businesses within San Diego County. The City has also consulted, and continues to consult, with the California Massage Therapy Council ("CAMTC") as the new ordinance gets drafted. CAMTC is the agency tasked, by the California state legislature, to certify all massage professions in California and set the minimum standards for training and curriculum for massage professionals in California.

2. Drafting and Establishing an Application and Other Procedures for Opening a Massage-Related Business in the City: The City Attorney's Office met with other City Departments, including Planning, Finance, Neighborhood Services, Police and Fire to draft and review a new application procedure for massage businesses, including fee schedules related to obtaining businesses licenses and the required permits for these types of businesses. The City is currently undergoing a City-wide fee schedule study and update which has not yet been completed. It is estimated that this fee study and update will be completed by the summer of 2018. It is imperative that the fee study be completed before the new massage regulations and procedures go into effect. Our current municipal code only allows for the City to charge an annual business license fee for these types of businesses which does not cover the cost of regulating these businesses by various City departments. The comprehensive fee study will include a regulatory fee that will aid law enforcement and other city departments in investigating and regulating these types of businesses.

3. Review of Inquires/Pending Permit Applications: Since the last report to City Council on April 4, 2017, and since the last extension of the moratorium on April 18, 2017, there has been one inquiry to the City's Finance Department about a license or permit for a massage establishment. This inquiry was by an existing massage-related business named "So Relaxed" located inside Plaza Bonita Mall. This business is currently operating and approved as a kiosk in the mall with massage chairs and for foot reflexology at a store front in the mall. They have inquired about expanding their business. The City Attorney's Office has been in contact with the business owner regarding the moratorium and the new pending regulations.

Summary

The moratorium was originally enacted due to the need for the City to revise its regulations pertaining to massage technician permits and massage establishments so that it is in accordance with State law. City staff is preparing a new ordinance which includes revisions in three different chapters of the National City Municipal Code. This includes a revision in the City's land use code which will trigger Planning Commission approval. The City Attorney's Office continues to collaborate with several different City departments to draft and review a new application procedure for these types of businesses which will include the CUP process and permit fees. The City is currently undergoing a comprehensive fee study which is expected to be completed in the summer of 2018. The fee schedule will, among other things, provide for the appropriate fees to open up a massage related business, i.e. business license fees, regulatory fees, and police permit fees. City staff needs additional time to finish drafting a comprehensive ordinance pertaining to massage related establishments, a new application procedure for these types of businesses and to receive the final fee study.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City amending City Council Policy # 802, “City Support for Special Events, Activities, Programs and Services,” 1) adding the requirement that documentation be provided for allowable incurred expenses

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City amending City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services," 1) adding the requirement that documentation be provided for allowable incurred expenses related to a special event, program, service, or activity receiving funding support from the City; 2) adding clarifying language regarding deposits remitted in relation to special events of a commercial nature; 3) adding three organizations to National City Co-Sponsored Events; 4) removing National City Public Safety Fair from Sponsored Events; and 5) correcting typographical errors.

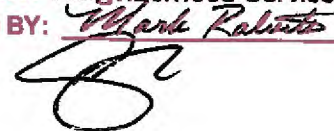
PREPARED BY: Mark Roberts, Director of Finance and
Armando Vergara, Director of Neighborhood Svcs **DEPARTMENT:** Finance and
Neighborhood Services

PHONE: 619-336-4330

APPROVED BY:

EXPLANATION:

See attached staff report.



FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED:  **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

See recommendations enumerated in attached staff report.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff report
2. City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services"
3. Resolution



City Council Staff Report

January 16, 2018

ITEM

Staff Report: Resolution of the City Council of the City of National City authorizing the amendment of City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services," 1) adding the requirement that documentation be provided for allowable incurred expenses related to a special event, program, service, or activity receiving funding support from the City; 2) adding clarifying language regarding deposits remitted in relation to special events of a commercial nature; 3) adding three organizations to National City Co-Sponsored Events Attachment "A;" 4) removing National City Public Safety Fair from Sponsored Events Attachment "B;" and 5) correcting typographical errors.

EXPLANATION

At its regular scheduled meeting of September 19, 2017, the City Council discussed documentation provided by organizations for funding received from the City for programs, services, and activities and directed staff to bring forward Council Policy # 802, "City Support for Special Events, Activities, Programs and Services," for discussion.

At its regular scheduled meeting of November 15, 2016, the City Council gave direction to staff to bring back policy language intended to create accountability in such cases where the City Council provides funding to an outside group or individual for the performance of a program, service, or activity other than a special event or capital project. Having reviewed existing City Council policies, staff determined amendment of City Council Policy # 802 (the "Policy") was the most appropriate manner by which to provide for such accountability and proposed the following language, which was approved by the Council at its regular scheduled meeting of January 17, 2017:

"To the extent economic conditions and the City's resources allow, one-time funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.

- a. Requests must include a specific purpose for the funding (i.e. to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).
- b. Payments will be processed by the Department of Finance upon receipt of documentation of allowable incurred expenses, in a format prescribed by the Director of Finance."

As currently written, the Policy is not applicable to ongoing programs, services, or activities. Therefore, an organization receiving funding for such programs, services, or activities is not bound by the requirement to provide documentation of expenses. The expense documentation requirement also does not apply to events co-sponsored by the City.

Resolution of the City Council of the City of National City authorizing the amendment of City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services," 1) adding the requirement that documentation be provided for allowable incurred expenses related to a special event, program, service, or activity receiving funding support from the City; 2) adding clarifying language regarding deposits remitted in relation to special events of a commercial nature; 3) adding three new listed organizations to National City Co-Sponsored Events Attachment "A;" 4) removing of National City Public Safety Fair from Sponsored Events Attachment "B;" and 5) correcting typographical errors.

January 16, 2018

At its regular scheduled meeting of December 5, 2017, the City Council gave direction to staff to bring back policy language requiring that an individual or organization receiving funding support from the City for a special event, program, service, or activity provide documentation of allowable incurred expenses in relation to the special event, program, service, or activity, including receipts.

Following the referenced City Council meeting, on December 6, 2017 the committee charged with the annual review of Policy 802 met to consider new non-profit applicants requesting consideration for City co-sponsorship. The recommendations of the committee have been incorporated into this report for a proposed comprehensive revision of the Policy. The committee, which met on December 6, 2017, is composed of Mayor Ron Morrison, Council Member Mona Rios, Deputy City Manager Brad Raulston, Neighborhood Services Director Armando Vergara, Community Services Recreation Superintendent Audrey Denham, and Public Works Park Superintendent Victor Uribe.

The committee was presented with requests from three local non-profit organizations for consideration of inclusion as the co-sponsored events per the Policy. The following qualified applicant organizations were:

- Las Palmas Elementary School – "Las Palmas 5k and 1Mile Walk"
- Christmas with Kids – "Christmas with Kids"
- National City Chamber of Commerce – "National City International Mariachi Festival"

After review and discussion, the committee adopted the recommendation to add the three above listed organizations to the National City Co-Sponsored Event List Attachment "A." The committee also considered and adopted the recommendation to remove the following event listed on Attachment "B," which has now been combined with the "National Night Out" event and, as such, is now processed as a component of "National Night Out":

- National City Police and Fire Departments – "National City Public Safety Fair"

The committee was also in agreement with the revised policy's having a financial form or template which would apply to all sponsorship applications, providing accountability and consistency.

Finally, staff also has reviewed the Policy for other amendments not affecting the intent of the Policy which are necessary or possible to improve its clarity and/or readability. These amendments are included in staff's recommended amendments.

RECOMMENDATION

With this item, staff recommends amendment of City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services":

Resolution of the City Council of the City of National City authorizing the amendment of City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services," 1) adding the requirement that documentation be provided for allowable incurred expenses related to a special event, program, service, or activity receiving funding support from the City; 2) adding clarifying language regarding deposits remitted in relation to special events of a commercial nature; 3) adding three new listed organizations to National City Co-Sponsored Events Attachment "A;" 4) removing of National City Public Safety Fair from Sponsored Events Attachment "B;" and 5) correcting typographical errors.

January 16, 2018

1. adding the requirement that documentation be provided for allowable incurred expenses related to a special event, program, service, or activity receiving funding support from the City;
2. adding clarifying language regarding deposits remitted in relation to special events of a commercial nature;
3. adding the three organizations listed above to National City Co-Sponsored Events Attachment "A;"
4. removing National City Public Safety Fair from Sponsored Events Attachment "B;" and
5. correcting typographical errors.

ATTACHMENTS

City Council Policy # 802, "City Support for Special Events, Activities, Programs and Services"
Resolution

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 17, 2017

BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15 60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
 - b. Public concerts and other community cultural events
 - c. Demonstrations
 - d. Circuses
 - e. Fairs and festivals
 - f. Community or neighborhood block parties and street dances
 - g. Mass participation sports (marathons, bicycles races and tours)
 - h. Film making activities
 - i. Public speaker events
2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services
- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802	
ADOPTED: October 3, 2006	AMENDED: January 17, 2017

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.
6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment A) are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment A and are considered to be City co-sponsored annual events.
2. Any new non-profit applicant (not on Attachment A) requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.
3. Any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of \$1000 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.

B. Sponsored Events

It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment B. Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

C. Other Events, Activities, Programs and Services

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.
2. The City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 17, 2017

events to pay the City a negotiated percentage of gross revenues of a flat fee. Such revenues will be deposited into the City's General Fund.

3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Finance Department (Revenue & Recovery). Failure to provide proof of donation will result in loss of deposit and may jeopardize future use of City facilities.
4. To the extent economic conditions and the City's resources allow, one-time funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.
 - a. Requests must include a specific purpose for the funding (i.e. to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).
 - b. Payments will be processed by the Department of Finance upon receipt of documentation of allowable incurred expenses, in a format prescribed by the Director of Finance.

D. El Toyon Park

The use of El Toyon Park for special events is prohibited.

E. Use of Mobile Stage

The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. Regular use that is approved annually includes starred events on Attachments "A" and "B". Any events outside this purview and requesting use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

RELATED POLICY REFERENCES:

City Council Policy # 704 – Limitation on City Approved Special Events within the City

City Council Policy # 801 – Field and Facility Rules and Regulations

ATTACHMENT 'A'
NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Sweetwater Kiwanis Carnival Granger Jr. High Cultural Fair*	Sweetwater Kiwanis Club Granger Jr. High	March Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival*	National City Host Lions Club	July
Mabuhay Festival	Mabuhay Festival	June
Auto Heritage Days*	N.C. Chamber of Commerce	August
Relay for Life*	American Cancer Society	August
Salute to Navy	N.C. Chamber of Commerce	October
Maytime Band Review	Maytime Band Association	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. College Campus Lions	December
Christmas in July Clean-Ups	Christmas in July	Various

**Indicates use of City Mobile Stage*

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five-month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the 1st, 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 17, 2017

ATTACHMENT 'B'
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
Miss. National City Pageant*	Community Services	July
National Night Out	Police, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire	September
State of the City	Mayor's Office	Fall
Tower of Terror*	Fire, Community Services	October
Veteran's Day	Community Services	November
Christmas Tree Lighting	Community Services	December
Community Service Day	Community Services	April
National City Public Safety Fair	Police, Fire	April

**Indicates use of City Mobile Stage*

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006
~~2017~~2018

AMENDED: January ~~17~~16,

BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15.60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
 - b. Public concerts and other community cultural events
 - c. Demonstrations
 - d. Circuses
 - e. Fairs and festivals
 - f. Community or neighborhood block parties and street dances
 - g. Mass participation sports (marathons, bicycles races and tours)
 - h. Film making activities
 - i. Public speaker events
2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services
- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802

ADOPTED: October 3, 2006

AMENDED: January ~~17~~16,

~~2017~~2018

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.
6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment "A") are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802

ADOPTED: October 3, 2006

AMENDED: January ~~17~~16,

~~2017~~2018

1. To the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment "A" and are considered to be City co-sponsored annual events.
2. Any new non-profit applicant (not on Attachment "A") requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.
3. Any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of \$1,000 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.

B. Sponsored Events

It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment "B". Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

C. Other Events, Activities, Programs and Services

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802

ADOPTED: October 3, 2006
20172018

AMENDED: January 1716,

2. The City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special events to pay the City a negotiated percentage of gross revenues ~~or~~ a flat fee. Such revenues will be deposited into the City's General Fund.
3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's ~~Finance~~ Department of Finance (Revenue & Recovery). Failure to provide proof of donation will result in loss of any deposit remitted and may jeopardize future use of City facilities.
4. To the extent economic conditions and the City's resources allow, ~~one-time~~ funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.

- a. Requests must include a specific purpose for the funding (i.e., to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).
- ~~b. Payments will be processed by the Department of Finance upon receipt of documentation of allowable incurred expenses, in a format prescribed by the Director of Finance.~~

D. Documentation of Expenses

A report detailing allowable incurred expenses must be submitted to the Department of Finance, in a format prescribed by the Director of Finance, for a special event, program, service, or activity receiving funding support from the City. The report must be accompanied by documentation, including receipts for all purchases, if requested.

This requirement shall not apply to programs, services, or activities for which the City is under written contractual agreement. Any such requirement shall be dictated by the terms of said agreement.

Failure of an organization or individual to provide a proper report and documentation of allowable incurred expenses may result in denial of future funding support requests.

D.E. El Toyon Park

The use of El Toyon Park for special events is prohibited.

E.F. Use of Mobile Stage

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006
20172018

AMENDED: January ~~17~~16,

The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. ~~Regular use that is approved annually includes starred events on Attachments "A" and "B."~~ Any events outside this purview and requesting use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

RELATED POLICY REFERENCES:

City Council Policy # 704 – Limitation on City Approved Special Events within the City

City Council Policy # 801 – Field and Facility Rules and Regulations

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802**ADOPTED:** October 3, 2006
20172018**AMENDED:** January **1716,****ATTACHMENT ¹“A”²**
NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Sweetwater Kiwanis Carnival	Sweetwater Kiwanis Club	March
National City International Mariachi Festival	National City Chamber of Commerce	March
Granger Jr. High Cultural Fair*	Granger Jr. High	Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival*	National City Host Lions Club	July
Mabuhay Festival	Mabuhay Festival	June
Las Palmas 5K and 1 Mile Walk	Las Palmas Elementary School	June
Auto Heritage Days*	N.C. Chamber of Commerce	August
Relay for Life*	American Cancer Society	August
Salute to Navy	N.C. Chamber of Commerce	October
Maytime Band Review	Maytime Band Association	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. College Campus Lions	December
Christmas with Kids	Christmas with Kids	December
Christmas in July Clean-Ups	Christmas in July	Various

** Indicates use of City Mobile Stage*

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five-month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the 1st, 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006
~~2017~~2018

AMENDED: January ~~17~~16,

ATTACHMENT “B”
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
Miss. National City Pageant*	Community Services	July
National Night Out	Police, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire	September
State of the City	Mayor’s Office	Fall
Tower of Terror*	Fire, Community Services	October
Veteran’s Day	Community Services	November
Christmas Tree Lighting	Community Services	December
Community Service Day	Community Services	April
National City Public Safety Fair	Police, Fire	April

**Indicates use of City Mobile Stage*

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2018

BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15.60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
 - b. Public concerts and other community cultural events
 - c. Demonstrations
 - d. Circuses
 - e. Fairs and festivals
 - f. Community or neighborhood block parties and street dances
 - g. Mass participation sports (marathons, bicycles races and tours)
 - h. Film making activities
 - i. Public speaker events
2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services
- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.
6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment "A") are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802	
ADOPTED: October 3, 2006	AMENDED: January 16, 2018

1. To the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment "A" and are considered to be City co-sponsored annual events.
2. Any new non-profit applicant (not on Attachment "A") requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.
3. Any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of \$1,000 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.

B. Sponsored Events

It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment "B". Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

C. Other Events, Activities, Programs and Services

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.
2. The City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special

events to pay the City a negotiated percentage of gross revenues or a flat fee. Such revenues will be deposited into the City's General Fund.

3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Department of Finance (Revenue & Recovery). Failure to provide proof of donation will result in loss of any deposit remitted and may jeopardize future use of City facilities.
4. To the extent economic conditions and the City's resources allow, funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.

Requests must include a specific purpose for the funding (i.e., to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).

D. Documentation of Expenses

A report detailing allowable incurred expenses must be submitted to the Department of Finance, in a format prescribed by the Director of Finance, for a special event, program, service, or activity receiving funding support from the City. The report must be accompanied by documentation, including receipts for all purchases, if requested.

This requirement shall not apply to programs, services, or activities for which the City is under written contractual agreement. Any such requirement shall be dictated by the terms of said agreement.

Failure of an organization or individual to provide a proper report and documentation of allowable incurred expenses may result in denial of future funding support requests.

E. El Toyon Park

The use of El Toyon Park for special events is prohibited.

F. Use of Mobile Stage

The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. Any events outside this purview and requesting use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802	
ADOPTED: October 3, 2006	AMENDED: January 16, 2018

RELATED POLICY REFERENCES:

City Council Policy # 704 – Limitation on City Approved Special Events within the City

City Council Policy # 801 – Field and Facility Rules and Regulations

ATTACHMENT "A"
NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Sweetwater Kiwanis Carnival	Sweetwater Kiwanis Club	March
National City International Mariachi Festival	National City Chamber of Commerce	March
Granger Jr. High Cultural Fair	Granger Jr. High	Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival	National City Host Lions Club	July
Mabuhay Festival	Mabuhay Festival	June
Las Palmas 5K and 1 Mile Walk	Las Palmas Elementary School	June
Auto Heritage Days	N.C. Chamber of Commerce	August
Relay for Life	American Cancer Society	August
Salute to Navy	N.C. Chamber of Commerce	October
Maytime Band Review	Maytime Band Association	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. College Campus Lions	December
Christmas with Kids	Christmas with Kids	December
Christmas in July Clean-Ups	Christmas in July	Various

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five-month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the 1st, 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2018

ATTACHMENT "B"
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
Miss. National City Pageant	Community Services	July
National Night Out	Police, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire	September
State of the City	Mayor's Office	Fall
Tower of Terror	Fire, Community Services	October
Veteran's Day	Community Services	November
Christmas Tree Lighting	Community Services	December
Community Service Day	Community Services	April

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING CITY COUNCIL POLICY NO. 802, ENTITLED “CITY SUPPORT
FOR SPECIAL EVENTS, ACTIVITIES, PROGRAMS, AND SERVICES” BY
ADDING THE REQUIREMENT THAT DOCUMENTATION BE PROVIDED FOR
ALLOWABLE INCURRED EXPENSES RELATED TO A SPECIAL EVENT,
PROGRAM, SERVICE, OR ACTIVITY RECEIVING FUNDING SUPPORT
FROM THE CITY; ADDING CLARIFYING LANGUAGE REGARDING
DEPOSITS REMITTED IN RELATION TO SPECIAL EVENTS OF
A COMMERCIAL NATURE; ADDING THREE ORGANIZATIONS TO
NATIONAL CITY CO-SPONSORED EVENTS; REMOVING NATIONAL
CITY PUBLIC SAFETY FAIR FROM SPONSORED EVENTS;
AND CORRECTING TYPOGRAPHICAL ERRORS

BE IT RESOLVED by the City Council of the City of National City authorizes the amendment of City Council Policy No. 802, entitled “City Support for Special Events, Activities, Programs, and Services” by adding the requirement that documentation, including receipts, be provided for allowable incurred expenses related to a special event, program, service, or activity receiving funding support from the City; to add clarifying language regarding deposits remitted in relation to special events of a commercial nature; adding the National City International Mariachi Festival, Las Palmas 5K and 1 Mile Walk, and Christmas with Kids to the list of National City Co-Sponsored Events; removing National City Public Safety Fair from Sponsored Events; and to correct typographical errors.

PASSED and ADOPTED this 16th day of January, 2018.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: Scheduling of City Council workshops related to the discussion and preparation of the City of National City's annual budget for Fiscal Year 2019. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 16, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Scheduling of City Council workshops related to the discussion and preparation of the City of National City's annual budget for Fiscal Year 2019.

PREPARED BY: Mark Roberts, Director of Finance

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: Mark Roberts

EXPLANATION:

The City of National City operates on a fiscal year calendar of July 1st through June 30th of the following year. The process of developing the City's annual budget includes a series of events over a five to six month period, including departmental budget reviews and appropriation requests, financial review and analysis by the Department of Finance, and City Council workshops. Pursuant to Section 2.55.040 of National City Municipal Code, the City Council must adopt the budget for the ensuing fiscal year by June 30th of each year.

The proposed fiscal year 2019 budget schedule includes a City Council workshop scheduled for February 6, 2018 at 4 pm to discuss the City Council's budgetary priorities. In addition, two workshops are proposed for May 8 and May 29, 2018, each at 4 pm, for presentation and discussion of the preliminary budget. The latter meeting date may not be needed but is placed on the calendar as a contingency. Budget adoption is proposed for June 12, 2018.

With this item, staff seeks approval of these proposed budget workshop and adoption dates. In the alternative, if the dates are not agreeable to the majority of the City Council, direction on alternative dates is sought.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Roberts **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Approve staff's recommended budget workshop and adoption dates.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Budget Schedule - Fiscal Year 2019



PROPOSED BUDGET SCHEDULE - FISCAL YEAR 2019

DATE & TIME	DESCRIPTION
Tuesday, Jan. 16th	Request direction from City Council for budget workshop and budget adoption dates. (A200 deadline - Jan. 3rd)
Tuesday, Feb. 6th 4 PM	City Council budget priorities. (A200 deadline - Jan. 24th)
Tuesday, May 8th 5 PM	Budget Workshop / Preliminary Budget Presentation (A200 deadline - Apr. 25th)
Tuesday, May 29nd 5 PM	Budget Workshop (A200 deadline - May 16th)
Tuesday, Jun. 12th 6 PM	Budget Hearing / Adoption of Budget. (A200 deadline - May 23rd)